



Southwest Ranches Town Council

REGULAR MEETING Agenda of June 12, 2025

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton David S. Kuczenski, Esq. Gary Jablonski	<u>Town Administrator</u> Russell C. Muniz, MBA, MPA <u>Town Financial</u> <u>Administrator</u> Emil C. Lopez, CPM	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Town Clerk</u> Debra M. Ruesga
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Presentations

3. **Presentation - Dr. Jennifer Jurado - Chief Resilience Officer, Broward County**
4. **Proclamation - Code Officers' Appreciation Week 2025**
5. **Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

Resolutions

10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), FOR THE PROVISION OF YOUTH SPORTS PROGRAMMING TO THE TOWN; AMENDING THE TERM AND USE OF**

THE SITE, PROVIDING FOR COMPENSATION TO THE TOWN AT THE END OF EACH SEASON, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO RECEIVE A FLORIDA LOCAL GOVERNMENT CYBERSECURITY GRANT FOR THE DEVELOPMENT AND ENHANCEMENT OF A CYBERSECURITY RISK MANAGEMENT PROGRAM, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC AS THE PRIMARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR (DMC) TO PROVIDE EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO AN AGREEMENT WITH DRC EMERGENCY SERVICES, LLC AS THE SECONDARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR (DMC) TO PROVIDE EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING A PUBLIC RECORDS RETENTION POLICY CONSISTENT WITH FLORIDA LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING A PUBLIC RECORDS POLICY CONSISTENT WITH FLORIDA LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

17. Discussion - Sheridan Street Widening Project - Final Resolution Language

- 18. Discussion - 14401 W Palomino Drive Tree Removal Request - Mayor Breitkreuz**
- 19. Discussion - Solid Waste Authority (SWA) Current Status Overview - Mayor Steve Breitkreuz**
- 20. Approval of Minutes**
 - a. February 27, 2025 Regular Meeting Minutes**
 - b. March 13, 2025 Regular Meeting Minutes**

21. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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PROCLAMATION

CODE COMPLIANCE OFFICERS' APPRECIATION WEEK

WHEREAS, Code Compliance Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Compliance Officers are responsible for improving neighborhood and the quality of lives of the residents in and community; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Compliance Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Compliance Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Southwest Ranches, the week of June 1st through June 7th, 2025, as Code Compliance Officers' Appreciation Week.

Dated this 12th day of June, 2025

STEVE BREITKREUZ, MAYOR

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PRF Director
DATE: 6/12/2025
SUBJECT: First Amendment to Use Agreement for Southwest Ranches Youth Sports Programming

Recommendation

Council approval is requested to authorize the first Amendment to the Use Agreement with the Bram Group, LLC d/b/a I9 Sports, LLC for the provision of Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Bram Group, LLC d/b/a I9 Sports, LLC, has provided Youth Sports Programming from October 1, 2024 through the present, which has been welcomed by residents and considered very successful.

Bram Group, LLC d/b/a I9 Sports, LLC, has requested an amendment to the agreement to establish the expansion of the programming to Sundays.

The Agreement is set to expire in December, 2025. The Town has negotiated new terms and conditions for the amendment, including Saturday and Sunday programming, extension of the agreement for one year to December 31, 2026, and payment to be made to the Town at the end of each season.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$14,000 for additional field maintenance to support this programming in the current Fiscal Year 2025-2026.

If passed, this item is not expected to have further impact on the current budget.

Staff Contact:

December Lauretano-Haines, PRF Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	5/16/2025	Executive Summary
Resolution - TA Approved	6/4/2025	Resolution
Agreement	5/16/2025	Agreement
Original Agreement	5/16/2025	Backup Material



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Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, PRF Director

DATE: May 16, 2025

SUBJECT: **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), FOR THE PROVISION OF YOUTH SPORTS PROGRAMMING TO THE TOWN; AMENDING THE TERM AND USE OF THE SITE, PROVIDING FOR COMPENSATION TO THE TOWN AT THE END OF EACH SEASON, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

Recommendation

Council approval is requested to authorize the first Amendment to the Use Agreement with the Bram Group, LLC d/b/a I9 Sports, LLC for the provision of Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area E. by aiming to Cultivate a Vibrant Community.

Background

Bram Group, LLC d/b/a I9 Sports, LLC, has provided Youth Sports Programming from October 2024 through the present, which has been welcomed by residents and considered very successful.

Bram Group, LLC d/b/a I9 Sports, LLC, has requested an amendment to the agreement to establish the expansion of the programming to Sundays.

The Agreement is set to expire in December, 2025. The Town has negotiated new terms and conditions for the amendment, including Saturday and Sunday programming, extension of the agreement for one year to December, 2026, and payment to be made to the Town at the end of each season.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$14,000 for additional field maintenance to support this programming in the current Fiscal Year 2025-2026.

If passed, this item is not expected to have further impact on the current budget.

Staff Contact:

December Lauretano-Haines, PRF Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), FOR THE PROVISION OF YOUTH SPORTS PROGRAMMING TO THE TOWN; AMENDING THE TERM AND USE OF THE SITE, PROVIDING FOR COMPENSATION TO THE TOWN AT THE END OF EACH SEASON, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 11, 2024, pursuant to Resolution No. 2024-039, the Town entered into a Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee") for the purpose of providing athletic programs, activities, events, leagues and services, ("Programs") on Saturdays from October 1, 2024 through December 31, 2025, at the Country Estates Fishing Hole Park (the "Park"); and

WHEREAS, Licensee desires to utilize the Park on Sundays and to extend the term of the Agreement; and

WHEREAS, Licensee and the Town wish to amend certain terms and conditions contained within the Agreement; and

WHEREAS, this First Amendment to the Agreement amends the Parties' understanding and agreement for the use of the Event Site during the period from October 1, 2024 through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the First Amendment to the Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee"), in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the First Amendment to the Use Agreement with Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee").

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of June 2025, on a motion by _____ and seconded by _____.

Breitkreuz ____
Hartmann ____
Allbritton ____
Jablonski ____
Kuczenski ____

Ayes ____
Nays ____
Absent ____
Abstaining

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.040.2025

FIRST AMENDMENT TO USE AGREEMENT

Southwest Ranches Youth Sports Programming

AMENDED TERM: October 1, 2024 through December 31, 2026

THIS FIRST AMENDMENT TO THE USE AGREEMENT ("Agreement") is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, ("Town"), and **BRAM GROUP, LLC d/b/a i9 SPORTS LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of PO Box 279114, Miramar, FL 33027 ("Licensee"). The Town and Licensee may be referred to individually herein as a "Party," and may be collectively referenced as the "Parties." This Agreement is effective for the dates indicated below.

WHEREAS, the "Parties" entered into that certain Use Agreement dated April 11, 2024 for an initial term of October 1, 2024 through December 31, 2025, for the purpose of providing a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, on the Town's property located at 18900 Griffin Road Southwest Ranches FL 33332; and

WHEREAS, the "Parties" desire to amend certain provisions of the Use Agreement; and

WHEREAS, this Amendment shall set forth the Parties' understanding and Agreement for the use of public property owned by the Town of Southwest Ranches;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

Section 1 "Use of Park Site and the Event" is amended to add the following

1. Amendment to Use of Park Site and the Event.

Licensee may use and occupy the Event Site to provide athletic programs, activities, events, leagues and services on each Saturday and Sunday of the month, during the agreed upon Term, with "Fall," "Winter," and "Spring" hours, depending on the time of year, as defined below.

Section 2 "Program Management Requirements" is amended to add the following

2. Amendments to Program Site Management Requirements.

All of the Program activities will operate two days per week on Saturdays and Sundays. Start times and end times are to be determined based on field space and total number of participants. No field space is anticipated to be needed during the week unless contingencies arise causing no play on Saturdays or Sundays.

Section 5 "Compensation" is amended to add the following

5. Amendment to Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per program day, payable on the 1st day of the month following the end of each season, for the use of the Event Site. No security deposit is required.

Section 6 "Term and Renewal" is amended to add the following

6. Amendment to Term and Renewal.

The term of this Amendment to the Agreement shall be for the period from October 1, 2024 through December 31, 2026. Upon expiration of the term, the parties may choose to terminate this Agreement, or renew the agreement by written amendment signed by the parties hereto for additional terms and upon such terms and conditions as the parties may agree.

7. Any term or condition not amended by this First Amendment shall remain in full force and effect.

[Signature page to First Amendment to Use Agreement].

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS ____ DAY OF _____ 2025.

TOWN OF SOUTHWEST RANCHES

By: _____
Russell Muñiz, Town Administrator

ATTEST:

Town Clerk

I HEREBY CERTIFY that I have approved
This agreement as to form and legal
Sufficiency subject to execution by the parties:

KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.039.2025

Bram Group, LLC, d/b/a i9 Sports

By: _____
Armando DeMolina, Managing Member

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Armando DeMolina, Managing Member of Bram Group, LLC.

Witness my hand and official seal.
My Commission Expires:_____.

Notary Public

"Exhibit B" is amended to add the following

AMENDMENT TO EXHIBIT "B"

Town of Southwest Ranches Responsibilities:

- 6) Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays and Sundays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.

RESOLUTION NO. 2024-039

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR I9 SPORTS TO PROVIDE YOUTH SPORTS PROGRAMMING TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332 (the "Park"), which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on this Park on an ongoing basis; and

WHEREAS, Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee") desires to develop and to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as "Programs," at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of the Park during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025; and

WHEREAS, Licensee and the Town desire to enter into a Use Agreement for the Southwest Ranches Youth Sports Programming under the terms and conditions set forth hereinafter;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Use Agreement with Bram Group, LLC, d/b/a/ i9 Sports, LLC, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of April, 2024, on a motion by COUNCIL MEMBER JABLONSKI and seconded by MAYOR BREITKREUZ.

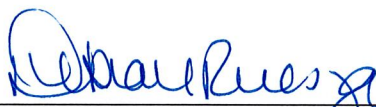
Breitkreuz	<u>YES</u>
Allbritton	<u>YES</u>
Hartmann	<u>YES</u>
Jablonski	<u>YES</u>
Kuczenski	<u>YES</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	



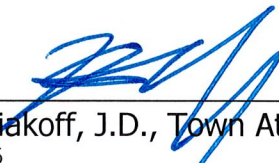
Steve Breitkreuz, Mayor

ATTEST:



Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.2024.16

USE AGREEMENT

Southwest Ranches Youth Sports Programming

INITIAL TERM: October, 2024 through December, 2025

THIS AGREEMENT ("Agreement") is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, ("Town"), and **BRAM GROUP, LLC d/b/a i9 SPORTS LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of PO Box 279114, Miramar, FL 33027 ("Licensee"). The Town and Licensee may be referred to individually herein as a "Party," and may be collectively referenced as the "Parties." This Agreement is effective for the dates indicated below.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332, as described in "**Exhibit A**", hereinafter referred to as "Park," which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, with priority access to Town residents; and

WHEREAS, Licensee desires to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as "Program," at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

1. Use of Park site and the Event.

Licensee may use and occupy the Park to provide athletic programs, activities, events,

leagues and services on each Saturday of the month, during the agreed upon Initial Term, with "Fall," "Winter," and "Spring" hours, depending on the time of year, as defined below.

The parties agree that Licensee shall establish, in conjunction with the Parks, Recreation, and Open Space Manager or his/her designee, a general policy and operational plan for the Program.

The parties agree that Town residents shall have priority, and the first right of refusal to participate in any athletic development programs, activities, events, and services offered by Licensee, as further described in the Program Management Requirements below.

Town and Licensee agree to perform the services as described in "**Exhibit B**", attached hereto, and incorporated herein and made a specific part hereof.

Licensee's use of the Park site shall be limited to the athletic programs, activities, events, leagues and services that the Town deems appropriate.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, activities sponsored and/or operated by the Town's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. Upon reasonable notice to the Licensee, the Town may use the Park for a class, event, or function, thereby limiting Licensee's use of the Park site and possibly rendering the Park site unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Park site when the Park will not be used or occupied by Licensee. All activities at the Park must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Park during any of the times Licensee is scheduled to occupy the Park in the event of park maintenance, inclement weather, or due to other circumstances which may arise that are beyond Parties' control.

2. Program Management Requirements.

All of the Program activities will operate one day per week on Saturdays. Start times and end times are to be determined based on field space and total number of participants. No field space is anticipated to be needed during the week or on Sundays unless contingencies arise causing no play on Saturdays.

- (A) Fall Season: Approximately October through December.
- (B) Winter Season: Approximately January through March.
- (C) Spring Season: Approximately April through June.

- (D) Southwest Ranches Resident Priority: Licensee understands and agrees that preference shall be given to participants who are Residents of Southwest Ranches. In the event that participation shall have need for a waiting period, first right of refusal shall be reserved for residents of the Town.
- (E)
- (F) Trash and Debris. Licensee shall take all steps necessary to control and manage trash, litter, and debris on the Park site caused by persons using, visiting, or occupying the Park site during the term of the activities.
- (G) Trash Disposal Town shall provide reusable trash receptacles and liners for use of the Licensee. Licensee shall be responsible for ensuring the proper storage of reusable receptacles provided by the Town. Licensee shall remove all waste material generated by the activities in waste receptacles and shall deposit such materials in the trash dumpster provided by the Town at the end of each Activity day.
- (H) Concessions. No concessions or food sales shall be permitted at the Park Site without prior approval by the Town.
- (I) Alcohol. Consumption and sale of alcohol shall be prohibited.

(H) Restoration of Park site. Licensee shall clean, remove structures and restore the Park site to a condition substantially identical to that existing on non-Program days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Parks, Recreation, and Open Space (PROS) Manager following the designee's inspection that the Park site has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Park site as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) business days of receipt of the invoice or seven business (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

3. Transportation and Traffic.

- (A) Parking Plan. Licensee shall establish a Parking Plan for the site that: includes a schedule of activities and adequate parking attendants that meets the needs of and demands upon the Park site. Such Parking Plan shall include adequate number of handicapped spaces and an illustration of proposed routing of traffic in the area of the Program activities. ADA accessible routes to and from the Field and ancillary facilities exist on site.

- (B) Parking Management and Supervision. Licensee shall provide sufficient personnel to manage all access, ingress, and egress of vehicles at the Park Site and shall manage traffic so as not to interfere with reasonable access to other activity areas of the park or of public roads.

4. Indemnification and Insurance.

- (A) To the extent permitted by law, Licensee shall indemnify and save and hold harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.
- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain, at its own cost and expense, a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations, including but not limited to against claims for bodily injury, death and property damage assumed by Licensee pursuant to this Agreement.
- (D) The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.

- (E) The Town of Southwest Ranches shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) business days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the Town in the event of cancellation thereof.
- (F) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (G) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

5. Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per Program day, payable on the 10th day of the following month for the use of the Park Site. No security deposit is required.

6. Term and Renewal.

The term of this agreement shall be for an initial period of three 7-week seasons from October 2024 through December 2025. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for a one year term (three or four additional 7-week seasons), commencing in October 2025 through December 2026, upon the same terms and conditions as the original Agreement, with compensation increase per Program day as mutually agreed, payable on the same terms and conditions as the original Agreement.

7. Termination for Convenience.

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event shall Town be liable for consequential damages, including but not limited to, lost profits for Program Days not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Park site.

Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

8. Assignment.

Licensee shall have no authority to assign any portion of the Park site licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

9. Damage to Premises.

- (A) Licensee agrees that all personal property, inventory, or stock placed on the Park site shall remain the property of Licensee and shall be placed on the Park site at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring on the Park site.
- (B) All property of Licensee shall be removed from the premises at the end of each program day that the premises are occupied by the Licensee.
- (C) The Licensee may store soccer goals on the premises, secured via lock to the fence. Licensee shall not keep or store any other property at the Park site.
- (D) Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted.
- (E) Licensee shall be responsible for any and all damage to the Park site which occurs during Licensee's use thereof. Licensee shall pay the reasonable cost of repair for all damage to the Park site caused by Licensee's actions or omissions in connection with the conduct and use of the Park site, including but not limited to damage to signs, fencing, park structures and amenities, and landscaping.

10. Inspections.

Town, its agents, or authorized employees may enter upon the Park site at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Park site according to this Agreement. This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.

Additional Requirements.

- (A) Except as otherwise provided for herein, the Town Administrator or their Designee shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Park site shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) E-Verify. In accordance with Florida Statutes §448.095, the Licensee, prior to commencement of services or payment by the Town, will provide to the Town proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the Town. The Licensee will not hire any employee who has not been vetted through E-Verify. The Licensee may not subcontract any work for the Town to any sub-Licensee that has not provided an affidavit stating that the sub-Licensee does not employ, contract with or subcontract with an unauthorized alien.
- (E) Scrutinized Companies. Licensee hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If Town determined that Licensee has falsely certified facts under this paragraph or if Licensee is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, Town will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

- (F) Licensee shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.
- (G) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed, or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.
- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Park site described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

Remainder of page left blank intentionally. Signature page follows.

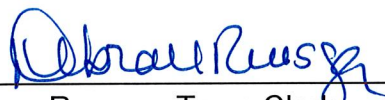
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS 11 DAY OF April 2024.

TOWN OF SOUTHWEST RANCHES

By: 
Russell Muñiz, Town Administrator

ATTEST:


Debra Ruesga, Town Clerk

I HEREBY CERTIFY that I have approved this agreement as to form and legal Sufficiency subject to execution by the parties:


KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.2024.14

Bram Group, LLC, d/b/a i9 Sports

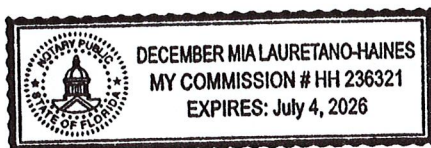
By:



Armando DeMolina, Managing Member

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of April, 2024, by Armando Demolina, Managing Member of Bram Group, LLC. He is personally known to me or has produced _____ as identification.



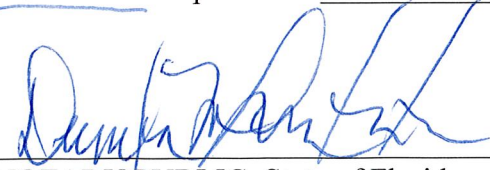

NOTARY PUBLIC, State of Florida

EXHIBIT "A"



EXHIBIT “B”

Licensee Responsibilities:

- 1) Licensee shall comply with all statutes, Town ordinances, rules, orders, regulations and requirements of the Federal, State, County and Town government as may be applicable to the use of Park site and recreational field, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the park and youth fields hereunder.
- 2) Licensee shall indemnify and save and hold harmless the Town from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.
- 3) Licensee agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. Licensee further agrees that it shall be responsible for obtaining any and all licenses, law enforcement security, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
- 4) Licensee agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
- 5) Licensee agrees that it shall not make, or permit to be made, any structural changes or improvements to the facilities, except upon written approval of the Town. Any changes or improvements made with written approval of the Town shall remain as part of the facility at the end of the term of this Agreement.
- 6) Licensee will provide daily maintenance of the rented fields throughout the regular season, practices and games, as well as tournament field preparations and maintenance. Licensee will provide their own daily lining/markings for program spacing throughout agreement period.
- 7) Licensee shall provide at each facility for the duration of each event, as indicated on Appendix “A”, a First Aid kit in a form acceptable to the Town. Evidence of such provision shall be provided to the Parks, Recreation, and Open Space Manager or

his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks, Recreation, and Open Space Manager.

- 8) Licensee shall require that all officials, coaches, volunteers and instructors undergo Level II background screening prior to supervising children, and furnish the Town with verification that background checks have been completed, which fully confirm that all officials, coaches, volunteers and instructors are able to work with children. The background checks must be performed by a company or agency approved by the Town.
- 9) Licensee shall provide the Parks, Recreation, and Open Space Manager or his/her designee with a calendar of activities for each specific Program activity. Each calendar shall be due no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (f) provide the Town with any special maintenance requirements with at least seven (7) days prior notice.
- 10) Licensee shall ensure cleanup and sanitation of site and must leave the premises within one (1) hour of Program closing, leaving behind no trash, litter, or debris.
- 11) Licensee will provide the Town with information contained within participant rosters, including participant names and addresses, applications and/or corresponding documentation, including percentages of Town of Southwest Ranches Residents and non-residents, and any other requisite documentation.
- 12) Licensee will serve as liaison for participants to the Town of Southwest Ranches.
- 13) Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.
- 14) Licensee will provide preferential pricing for Southwest Ranches residents via a promotional code within its customary pricing tier in substantially the same form as set forth below. Any future rate increases shall require prior written approval of the Town. Programming may be updated or modified to meet the needs of the community with prior written approval by the Town.

current pricing tier

Offseason pricing fee	\$179	SWR resident using promo code "SWR"	\$149
Early Registration fee	\$189	SWR resident using promo code "SWR"	\$159
Regular Registration fee	\$199	SWR resident using promo code "SWR"	\$169
Late Registration fee	\$219	SWR resident using promo code "SWR"	\$189

The \$30 discount for Southwest Ranches residents would be off the fee for each tier.

Town of Southwest Ranches Responsibilities

- 1) Town will provide maintenance of the rented fields, including mowing, weed control and fire ant control, throughout the regular season, practices and games with the exemption of lining/marking of program fields.
- 2) Town may, in its sole discretion, limit the use of the fields to prevent overuse, misuse or abuse of the fields.
- 3) Town reserves the right to determine the suitability of any particular facility for use under this Agreement. Town shall bear no responsibility, nor shall Licensee seek any redress, for Licensee's inability to use a facility as provided herein, when, in the reasonable determination of the Town, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
- 4) At all times, Town shall administer and enforce all applicable Town codes, policies and procedures. Town shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
- 5) Town reserves the right to cancel, reschedule or change the location for any activities held at any of the Town's facilities. The Town may attempt to provide an alternative location for Licensee if facilities are not available, but Town is under no obligation to provide such replacement facilities to Licensee.
- 6) Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.
- 7) Town will assist Licensee in the promotion of the Program by providing the following: articles and/or listing in the Southwest Ranches newsletter, banner space for promotion at Premises, and listing on the Town's Website and Social Media.
- 8) Town will provide access to accessible restrooms with handwashing facilities for Program participants.
- 9) Town will provide access to dumpster for the disposal of trash and debris for the program.
- 10) Town will provide a lockable gate to control access to the premises.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/12/2025
SUBJECT: Florida Local Government Cybersecurity Grant Award

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Department of Management Services (Department), an agency of the State of Florida (State), through Florida Digital Service offers a competitive grant program to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

The City of Tamarac IT Department applied for a Round 2 of the Year 2 Florida Local Government Cybersecurity Grant administered by the Florida Digital Service on the Town's behalf. Based on the application, the Town was awarded the following items:

Capability	Solution
External-Facing Asset Discovery	Palo Alto Networks Xpanse

Network-Based Asset Discovery (Agentless)	Armis Centrix
Content Delivery Network	Cloudfare
Security Operations Platform	Reliaquest GreyMatter
Email Security	Proofpoint

In addition to software access for the capabilities awarded, the Florida Digital Service will provide the following:

- Incident response assistance when requested.
- Training, technical assistance, and support for the capabilities granted.

In mid-June 2025, the Town will attend kick-off meetings for each of the awarded solutions and approve an implementation plan for each by the end of June.

Fiscal Impact/Analysis

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Department shall, on behalf of the Town, expend funds for the provision of services, licenses, or commodities awarded to the Town to be utilized for the development and enhancement of cybersecurity risk management programs.

Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/5/2025	Resolution
Exhibit A - Agreement	5/14/2025	Exhibit

RESOLUTION NO. 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO RECEIVE A FLORIDA LOCAL GOVERNMENT CYBERSECURITY GRANT FOR THE DEVELOPMENT AND ENHANCEMENT OF A CYBERSECURITY RISK MANAGEMENT PROGRAM, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Management Services (Department), an agency of the State of Florida (State), through Florida Digital Service offers a competitive grant program to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Town applied for and was awarded a grant for External-Facing Asset Discovery, Network-Based Asset Discovery, Content Delivery Network, Security Operations Platform, and Email Security programs and services; and

WHEREAS, in addition to software access for the capabilities awarded, the Florida Digital Service will also provide incident response assistance when requested as well as training, technical assistance, and support for the capabilities granted; and

WHEREAS, pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Department shall, on behalf of the Town, expend funds for the provision of services, licenses, or commodities awarded to the Town to be utilized for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Town is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program; and

WHEREAS, to accept the State's funds, the grant agreement must be executed by June 12, 2025; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and the Florida Department of Management Services as outlined in the Agreement attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2025 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.042.2025

Ron DeSantis, Florida Governor

Pedro Allende, Secretary

Warren Sponholtz, Florida State Chief Information Officer

GRANT AGREEMENT

FOR

LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM

CONTRACT NO: DMS-24/25-514

CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

TOWN OF SOUTHWEST RANCHES

GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and Town of Southwest Ranches (Grantee). The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A– Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) (“DSA”), if applicable

- e. Final Implementation Plan, if applicable(s)
- 2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
- 3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
- 4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
- 5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

- 1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, “Business Day” means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 2. Primary Contacts.
 - a. **Department’s Grant Manager** (see section 215.971, F.S.).

Lacy Perkins, Procurement & Grants Administrator
 Florida Digital Service
 Department of Management Services
 2555 Shumard Oaks Blvd
 Tallahassee, Florida 32399

Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

2. Grantee's Grant Manager

Russell Muniz, Town Administrator
Town of Southwest Ranches
13400 Griffin Rd
Southwest Ranches, FL 33330
Telephone: +1 (954) 343-7450
Email: rmuniz@southwestranches.org

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise

provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g1-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

4. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a

requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or

d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

P. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

Q. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which

shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

3. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q., liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

R. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

S. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE**

GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

T. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real

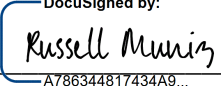
property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Town of Southwest Ranches:

DocuSigned by:
By: 
A786344817434A9...
Name: Russell Muniz
Title: Town Administrator
Date: 5/13/2025 | 1:52 PM PDT

Department of Management Services:

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A
SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida’s Local Government Cybersecurity Grant Program (the “Project”).

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Capability Type	Platform
External-Facing Asset Discovery	Palo Alto Networks Xpanse
Network-Based Asset Discovery (Agentless)	Armis Centrix
Content Delivery Network	Cloudflare
Security Operations Platform	Reliaquest GreyMatter
Email Security	Proofpoint

Note: The Department will make its best effort to award the Grantee’s preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee’s intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates

1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 30 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the

Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B**AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE**

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

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2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

AUDIT REQUIREMENTS FOR AWARDS OF
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Paper copies:
Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
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EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant
State Awarding Agency: Florida Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.016
Amount: \$_____
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-514 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time (“Applicable Laws”). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
 1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. **CJIS Covered Data.** Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. **Disclosure of CJIS Covered Data.** The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. **Training.** The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. **Access Requirements.** Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.
2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
 2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Russell Muniz, Town Administrator
Town of Southwest Ranches
13400 Griffin Rd
Southwest Ranches, FL 33330
Telephone: +1 (954) 343-7450
Email: rmuniz@southwestranches.org

Grantee's IT Coordinator:

See DSA Coordinator
Town of Southwest Ranches
13400 Griffin Rd
Southwest Ranches, FL 33330
Telephone: See DSA Coordinator
Email: See DSA Coordinator

- B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” per section 282.3185, F.S.

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A

Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and preserve all

relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B **Solution Rider**

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. Grantee's Role and Responsibilities: Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
 - b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
 - c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
 - d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
 - e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
 - f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.
- D. Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.
- E. Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/12/2025
SUBJECT: Agreement with Bergeron Emergency Services, Inc. for Disaster and Debris Management – Primary Contractor

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

On February 27, 2025, the Town of Southwest Ranches advertised Request for Proposals (RFP) 25-10 seeking a highly qualified, experienced, and licensed Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical Services.

The DMC will play a critical role in protecting the health, safety, and welfare of the community during disaster events. The DMC to leverage its professional expertise, training, and experience to ensure full compliance with the Stafford Act, Federal Emergency Management

Agency (FEMA) procedures, and all applicable regulations established by governmental agencies and insurance companies.

On April 2, 2025, the Town of Southwest Ranches received three (3) responses to its Request for Proposals (RFP) No. 25-10 Disaster Debris Removal and Emergency Logistical Services.

In accordance with the RFP, the Town negotiated an agreement to the shortlisted proposers in accordance with the terms of this RFP and the Town's Procurement Code. Based upon review of the submittals, the Town Administrator recommends the following award: Bergeron Emergency Services, Inc. as Primary Contractor and DRC Emergency Services, LLC as the Secondary Contractor.

The Town desires to enter into an agreement with Bergeron Emergency Services, Inc. in accordance with the requirements of the RFP. The initial term of the contract is anticipated to be three (3) years. The Town Administrator reserves the right to extend the contract for up to two (2) additional two (2) year periods, subject to mutual agreement and satisfactory performance.

Fiscal Impact/Analysis

Bergeron Emergency Services, Inc. will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town. The DMC shall be responsible for representing the Town's interests and performing all work in compliance with these regulations to ensure maximum financial recovery.

Staff Contact:

Rod Ley, P.E., Public Works Director
Christina Semeraro, Procurement Officer
[Emil C Lopez, Town Financial Administrator](#)

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/4/2025	Resolution
Exhibit A - Agreement	5/19/2025	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC AS THE PRIMARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR (DMC) TO PROVIDE EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

WHEREAS, on April 2, 2025, the Town of Southwest Ranches received three (3) responses to its Request for Proposals (RFP) No. 25-10 Disaster Debris Removal and Emergency Logistical Services; and

WHEREAS, in accordance with the RFP, the Town negotiated an agreement to the shortlisted proposers in accordance with the terms of this RFP and the Town's Procurement Code; and

WHEREAS, based upon review of the submittals, the Town Administrator recommends the following award: Bergeron Emergency Services, Inc. as Primary Contractor and DRC Emergency Services, LLC as the Secondary Contractor; and

WHEREAS, the Town desires to enter into an agreement with Bergeron Emergency Services, Inc. in accordance with the requirements of the RFP; and

WHEREAS, the initial term of the contract is anticipated to be three (3) years; and

WHEREAS, the Town Administrator reserves the right to extend the contract for up to two (2) additional two (2) year periods, subject to mutual agreement and satisfactory performance; and

WHEREAS, Bergeron Emergency Services, Inc. will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town; and

WHEREAS, the Town of Southwest Ranches desires to enter into the Town Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves entering into an agreement with Bergeron Emergency Services, Inc. as the Primary Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Town contract in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2025 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Following Page]

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.051.2025

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Bergeron Emergency Services, Inc.

FOR

**DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL
SERVICES – PRIMARY CONTRACTOR**

RFP NO. 25-10

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

**AGREEMENT FOR
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES –
PRIMARY CONTRACTOR**

RFP NO. 25-10

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and Bergeron Emergency Services, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services (the “Work”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-10 on March 3, 2025; and

WHEREAS, three (3) proposals were received by the Town on April 2, 2025; and

WHEREAS, the Town has adopted Resolution No. 2025- ____ at a public meeting of the Town Council approving the recommended award and has selected Bergeron Emergency Services for award of the Contract as the Primary Contractor; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for Contractor services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

Section 2: Term of this Contract, Contract Time, and Bonds

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES –
PRIMARY CONTRACTOR
RFP NO. 25-10

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The initial term of the contract is anticipated to be three (3) years. The Town Administrator reserves the right to extend the contract for up to two (2) additional two (2)-year periods, subject to mutual agreement and satisfactory performance. The first renewal period shall include an automatic five percent (5%) increase to the contract prices. Pricing for the second renewal period shall remain the same as the pricing in effect at the end of the first renewal period.
- 2.6 Bonds in the Event of Contractor Activation: Contractor shall provide the Town with a Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice to Proceed by Town.

Once activated, the Performance and Payment Bond shall be in force for a period of not less than three (3) months from the date of original execution by the Bond Surety. The Contractor shall be required to extend the Bond upon written direction from the Town Administrator, based on the volume and duration of services to be performed. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of “A-” (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract in accordance with the final negotiated unit prices. The total compensation paid to the Contractor for disaster debris management and logistical services under this contract shall not exceed the ceiling price of \$25,000.00 unless otherwise modified by a formal written amendment approved by the Town. The Contractor shall not be entitled to receive any compensation beyond this ceiling price unless additional services are required and authorized in writing by the Town.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, or at the Contractor's option, once every two (2) weeks, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 Discounts. As applicable, invoices must clearly itemize the product/service description, contract price, and separately reflect any discounts applied. Failure to provide this breakdown may result in delayed payment or invoice rejection.
- 3.6 A monthly payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE:** Contractor shall carry Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Professional Liability/Errors & Omissions Coverage must be afforded for Wrongful Acts in an amount not less than One Million \$1,000,000 each claim and Two Million \$2,000,000 aggregate. Contractor must keep the professional liability/errors and omissions insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the Town, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.
- E. **WATERCRAFT LIABILITY (Protection and Indemnification) (if watercraft is utilized):** Coverage must be afforded in an amount not less than One Million \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired. Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.
- F. **POLLUTION AND REMEDIATION OF LEGAL LIABILITY (Hazardous Materials):** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

exposure): Contractors Pollution Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement. Asbestos Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement. Hazardous Waste Transportation Coverage Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number. Disposal Coverage Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

ATTN: Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the

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insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship

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into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt

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or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the

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terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 10 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

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The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

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Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches

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Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Bergeron Emergency Services, Inc.
Ronald M. Bergeron, Jr.
19612 SW 69th Place
Fort Lauderdale, Florida 33332

Section 31: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such

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persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

D. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

E. Materiality and Waiver of Breach. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

F. Joint Preparation. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

G. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

J. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other

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factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

K. No Obligation By Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

M. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and

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warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

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The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Contractor assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

Contractors shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

S. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

T. DOMESTIC PREFERENCE REQUIREMENTS

In accordance with the Build America, Buy America Act (BABAA) and FEMA's interim policy, the Contractor shall, to the greatest extent practicable and as permitted by law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, manufactured products, and construction materials. All iron and steel products must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. The Contractor is required to include this domestic preference requirement in all subcontracts and purchase orders for work or products under this contract. Compliance with these provisions is mandatory and subject to verification by the Town and relevant federal agencies. Failure to adhere to these requirements may result in remedies as deemed appropriate by the Town, including but not limited to contract termination or suspension.

U. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Contractor is prohibited from using any equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this contract.

V. DHS SEAL, LOGO, AND FLAGS

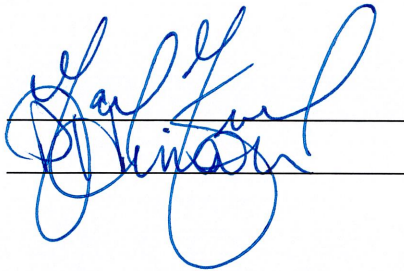
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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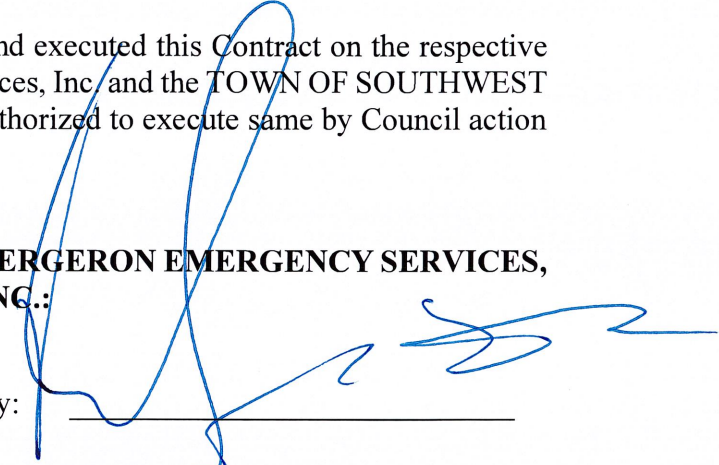
TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10 – PRIMARY CONTRACTOR

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Bergeron Emergency Services, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2025.

WITNESSES:



**BERGERON EMERGENCY SERVICES,
INC.:**

By:  _____

Title:

____ day of May 2025

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

____ day of _____, 2025

By: _____
Russell Muñiz, Town Administrator

____ day of _____, 2025

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.231.2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PRICE SCHEDULE

Proposers are required to provide the hourly rates, unit prices, and equipment rates requested below for Sections A-D. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

CATEGORY 01

Part A: HOURLY RATES

1.	Project Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
2.	Operations Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
3.	Crew Foreman	\$ <u>85.00</u> per hour
4.	Skilled Sawman w/Chainsaw & Gear	\$ <u>70.00</u> per hour
5.	Tree Climber w/Chainsaw & Gear	\$ <u>70.00</u> per hour
6.	Laborer w/Chainsaw	\$ <u>65.00</u> per hour
7.	Laborer w/Small Tools/Traffic Control/Flagperson	\$ <u>65.00</u> per hour
8.	Administrative Staff	\$ <u>65.00</u> per hour

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard

1A \$ 8.95 (0-15 miles)
1B \$ 9.95 (15.01-30 miles)
1C \$ 9.95 (30.01-45 miles)
1D \$ 9.95 (45.01+ miles)

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard

2A \$ 11.95 (0-15 miles)
2B \$ 12.95 (15.01-30 miles)
2C \$ 14.95 (30.01-45 miles)
2D \$ 17.95 (45.01+ miles)

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

- | | |
|--|-------------------------------------|
| | 3A \$ <u>17.95</u> (0-15 miles) |
| | 3B \$ <u>18.95</u> (15.01-30 miles) |
| | 3C \$ <u>20.95</u> (30.01-45 miles) |
| | 3D \$ <u>23.95</u> (45.01+ miles) |
| | |
| 4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard | \$ <u>1.50</u> |
| 5. Debris Reduction by Chipping/Grinding per Cubic Yard | \$ <u>5.50</u> |
| 6. White Goods Collection & Recycling | \$ <u>75.00</u> |
| 7. Freon Management and Recycling Per Unit | \$ <u>45.00</u> |
| 8. Animal Carcass Collection, Hauling, and Final Disposal per Pound | \$ <u>4.00</u> |
| 9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard | |
| | 8A \$ <u>7.00</u> (0-15 miles) |
| | 8B \$ <u>9.00</u> (15.01-30 miles) |
| | 8C \$ <u>12.00</u> (30.01-45 miles) |
| | 8D \$ <u>17.00</u> (45.01+ miles) |
| 10. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound | <u>\$90.00</u> <i>UK</i> |
| 11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site: | |
| A. 24 inch to 35.99 inch diameter Each | \$ <u>400.00</u> |
| B. 36 inch to 47.99 inch diameter Each | \$ <u>550.00</u> |
| C. 48 inch and larger diameter Each | \$ <u>650.00</u> |
| 12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream: | |
| A. 6 inch to 23.99 inch diameter Each | \$ <u>245.00</u> |
| B. 24 inch to 35.99 inch diameter Each | \$ <u>375.00</u> |
| C. 36 inch to 47.99 inch diameter Each | \$ <u>525.00</u> |
| D. 48 inch and larger diameter Each | \$ <u>700.00</u> |
| 13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: | \$ <u>110.00</u> |
| 14. Cleaning of Catch Basins (Includes disposal) Each | \$ <u>225.00</u> |
| 15. Cleaning of Drainage Pipes Linear Feet | \$ <u>25.00</u> |
| 16. Sodding per Square Foot | \$ <u>1.50</u> |
| 17. Add Fill Dirt per Cubic Yard | \$ <u>25.00</u> |
| 18. Sewer, culvert cleaning, including transportation and disposal – PER LF | \$ <u>30.00</u> |

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

19. Debris removal from lakes and canals – PER CY	\$ <u>65.00</u>
20. Restoration of canal banks and slopes – PER LF	\$ <u>30.00</u>
21. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE ON LAND	\$ <u>500.00</u>
22. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE IN WATERWAY	\$ <u>2000.00</u>
23. Removal of boats including towing, processing and disposal – PER LF OF VESSEL ON LAND	\$ <u>250.00</u>
24. Removal of boats including towing, processing and disposal – PER LF OF VESSEL IN WATERWAY	\$ <u>390.00</u>

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ <u>250.00</u>
2. JD 644 Wheel Loader with debris grapple	\$ <u>250.00</u>
3. Extendaboom Forklift with debris grapple	\$ <u>250.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ <u>225.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	\$ <u>225.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	\$ <u>145.00</u>
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ <u>250.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>250.00</u>
9. JD 648E Log Skidder, or equivalent	\$ <u>250.00</u>
10. CAT D4 Dozer	\$ <u>175.00</u>
11. CAT D5 Dozer	\$ <u>245.00</u>
12. CAT D6 Dozer	\$ <u>285.00</u>
13. CAT D7 Dozer	\$ <u>375.00</u>
14. CAT D8 Dozer	\$ <u>450.00</u>
15. CAT 125 – 140 HP Motor Grader	\$ <u>225.00</u>
16. JD 690 Trackhoe with debris grapple	\$ <u>250.00</u>
17. JD 690 Trackhoe with bucket & thumb	\$ <u>250.00</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

18.	Hand-Fed Debris Chipper	\$ 125.00
19.	300 – 400 HP Horizontal Grinder	\$ 650.00
20.	800 – 1,000 HP Horizontal Grinder	\$ 850.00
21.	30 Ton Crane	\$ 250.00
22.	50 Ton Crane	\$ 350.00
23.	100 Ton Crane (8 hour minimum)	\$ 550.00
24.	40 – 60' Bucket Truck	\$ 250.00
25.	Greater Than 60' Bucket Truck	\$ 250.00
26.	Fuel / Service Truck	\$ 125.00
27.	Water Truck	\$ 125.00
28.	Portable Light Plant	\$ 45.00
29.	Lowboy Trailer with Tractor	\$ 200.00
30.	Flatbed Truck	\$ 55.00
31.	Pick-up Truck (unmanned)	\$ 55.00
32.	Self-Loading Dump Truck with debris grapple	\$ 250.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 155.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 155.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 155.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 155.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 155.00
38.	Temporary Office Trailer DAILY RATE	\$ 500.00

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ 650.00	\$ 3250.00
2. 15 KW Generator	\$ 850.00	\$ 4250.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

3. 25 KW Generator	\$ 850.00	\$ 4250.00
4. 50 KW Generator	\$ 1250.00	\$ 6250.00
5. 75 KW Generator	\$ 1800.00	\$ 9000.00
6. 100 KW Generator	\$ 2500.00	\$ 10000.00
7. 175 KW Generator	\$ 3500.00	\$ 14000.00
8. 250 KW Generator	\$ 5800.00	\$ 23200.00
9. 300 KW Generator	\$ 6800.00	\$ 27200.00
10. 350 KW Generator	\$ 8500.00	\$ 34000.00
11. 500 KW Generator	\$ 9000.00	\$ 36000.00
12. 750 KW Generator	\$ 9000.00	\$ 36000.00
13. 800 KW Generator	\$ 9000.00	\$ 36000.00
14. 1000 KW Generator	\$ 10000.00	\$ 40000.00
15. 1250 KW Generator	\$ 10000.00	\$ 40000.00
16. 1500 KW Generator	\$ 12000.00	\$ 48000.00
17. 1750 KW Generator	\$ 15000.00	\$ 60000.00
18. Tails	\$ 350.00	\$ 2450.00
19. Cables (400 amp) 50 ft	\$ 350.00	\$ 2450.00

CATEGORY 02

INITIAL HERE TO CONFIRM THAT PROPOSER HAS INCLUDED LOGISTICAL SERVICES MENU AT UNIT PRICES (REFERENCE ATTACHMENT): RB

Notes:

- Unit prices prevail. Any discrepancy between the unit and extension price, the unit price prevails.
- Rates for Additional professional Services. If it should become necessary for the Town of Southwest Ranches to request the Contractor to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town

Town of Southwest Ranches, Florida
RFP NO. 25-10 - Additional Services Requested Pricing
Contractor: Bergeron Emergency Services

Service Description	Per Unit Rate	Weekly Rental Rate	Monthly Rental Rate
Satellite Internet Starlink Communications, Modem, Wireless Router Includes 5 standard size units and 3 minis with unlimited usage with setup		\$ 12,500.00	\$ 29,250.00
Temporary Sanitary Facilities, 40 persons/per day with setup and servicing		\$ 27,500.00	\$ 67,750.00
One 4 stall ADA Restroom Trailer with setup and servicing		\$ 18,200.00	\$ 45,500.00
One 8 stall ADA Restroom Trailer with setup and servicing		\$ 20,100.00	\$ 50,250.00
Reefer/Refrigerated Containers, per 50' trailer		\$ 14,500.00	\$ 39,250.00
Potable Water Truck & Drinking Water Bottle Water - 24 pack case by the pallet	\$ 12.50	\$ 14,500.00	\$ 39,250.00
Mobile Fleet Repair Facilities/Assistance Includes mobile fleet repair truck, tools, mini crane, mechanic, all hours available		\$ 28,000.00	\$ 120,400.00
Temporary Signage & Traffic Control Includes 100 28" Cones and 100 barricades with MOT supervisor setup and management.		\$ 19,800.00	\$ 53,460.00
Canteen, Tents & Furnishings, 40 persons per meal x 3 meals per day		\$ 117,500.00	\$ 400,750.00
Food Provision, per meal - Hot Meal	\$ 67.50		
Food Provision, per meal - Cold Meal	\$ 67.50		
Food Provision, per meal - MRE	\$ 51.00		
Portable Lighting per four light plants Diesel powered, 6KW Generator, 120/240V, extends up to 30' in height		\$ 16,500.00	\$ 47,490.00
Building Remediation Labor per man hour	\$ 95.00		
Ice Per 10 pound bag in pallet quantity	\$ 12.50		
Air Conditioned Tent for 40 persons		\$ 64,400.00	\$ 187,200.00



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/12/2025
SUBJECT: Agreement with DRC Emergency Services, LLC for Disaster and Debris Management – Secondary Contractor

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

On February 27, 2025, the Town of Southwest Ranches advertised Request for Proposals (RFP) 25-10 seeking a highly qualified, experienced, and licensed Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical Services.

The DMC will play a critical role in protecting the health, safety, and welfare of the community during disaster events. The DMC to leverage its professional expertise, training, and experience to ensure full compliance with the Stafford Act, Federal Emergency Management

Agency (FEMA) procedures, and all applicable regulations established by governmental agencies and insurance companies.

On April 2, 2025, the Town of Southwest Ranches received three (3) responses to its Request for Proposals (RFP) No. 25-10 Disaster Debris Removal and Emergency Logistical Services.

In accordance with the RFP, the Town negotiated an agreement to the shortlisted proposers in accordance with the terms of this RFP and the Town's Procurement Code. Based upon review of the submittals, the Town Administrator recommends the following award: Bergeron Emergency Services, Inc. as Primary Contractor and DRC Emergency Services, LLC as the Secondary Contractor.

The Town desires to enter into an agreement with DRC Emergency Services, LLC in accordance with the requirements of the RFP. The initial term of the contract is anticipated to be three (3) years. The Town Administrator reserves the right to extend the contract for up to two (2) additional two (2) year periods, subject to mutual agreement and satisfactory performance.

Fiscal Impact/Analysis

DRC Emergency Services, LLC will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town. The DMC shall be responsible for representing the Town's interests and performing all work in compliance with these regulations to ensure maximum financial recovery.

Staff Contact:

Rod Ley, P.E., Public Works Director
Christina Semeraro, Procurement Officer
Emil C Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/4/2025	Resolution
Exhibit A - Agreement	5/19/2025	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO AN AGREEMENT WITH DRC EMERGENCY SERVICES, LLC AS THE SECONDARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR (DMC) TO PROVIDE EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

WHEREAS, on April 2, 2025, the Town of Southwest Ranches received three (3) responses to its Request for Proposals (RFP) No. 25-10 Disaster Debris Removal and Emergency Logistical Services; and

WHEREAS, in accordance with the RFP, the Town negotiated an agreement to the shortlisted proposers in accordance with the terms of this RFP and the Town's Procurement Code; and

WHEREAS, based upon review of the submittals, the Town Administrator recommends the following award: Bergeron Emergency Services, Inc. as Primary Contractor and DRC Emergency Services, LLC as the Secondary Contractor; and

WHEREAS, the Town desires to enter into an agreement with DRC Emergency Services, LLC in accordance with the requirements of the RFP; and

WHEREAS, the initial term of the contract is anticipated to be three (3) years; and

WHEREAS, the Town Administrator reserves the right to extend the contract for up to two (2) additional two (2) year periods, subject to mutual agreement and satisfactory performance; and

WHEREAS, DRC Emergency Services, LLC will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town; and

WHEREAS, the Town of Southwest Ranches desires to enter into the Town Agreement under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves entering into an agreement with DRC Emergency Services, LLC as the Secondary Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Town contract in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2025 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Following Page]

Steve Breitkreuz, Mayor

Attest:

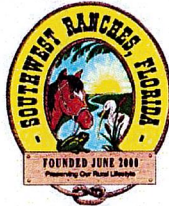
Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.50.2025

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

DRC Emergency Services, LLC

FOR

**DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL
SERVICES – SECONDARY CONTRACTOR**

RFP NO. 25-10

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

**AGREEMENT FOR
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES –
SECONDARY CONTRACTOR**

RFP NO. 25-10

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of May, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and DRC Emergency Services, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services (the “Work”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-10 on March 3, 2025; and

WHEREAS, three (3) proposals were received by the Town on April 2, 2025; and

WHEREAS, the Town has adopted Resolution No. 2025- ____ at a public meeting of the Town Council approving the recommended award and has selected DRC Emergency Services, LLC for award of the Contract as the Secondary Contractor; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices and all applicable codes, ordinances, rules, laws and regulations governing the Work.

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- 1.3 It is expressly understood and agreed that the Town of Southwest Ranches has awarded contracts to a Primary and a Secondary Contractor for the services contemplated under this Agreement.

As the Secondary Contractor, the Contractor acknowledges and accepts that activation under this Agreement shall occur **only at the direction of the Town** and under the following conditions:

- When the scope or scale of an event requires additional resources to supplement the services of the Primary Contractor; or
- When the Primary Contractor is unavailable or unable to perform as determined by the Town.

The Contractor shall not initiate any services or incur any costs under this Agreement unless and until the Town issues a formal Notice to Proceed or written authorization activating the Contractor's services. The Town retains sole discretion in determining the necessity and timing of such activation.

Section 2: Term of this Contract, Contract Time, and Bonds

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

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- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The initial term of the contract is anticipated to be three (3) years. The Town may consider extending the contract for up to two (2) additional two (2)-year periods, subject to mutual agreement and satisfactory performance. Any renewal will be contingent upon negotiated terms at the time of extension, with any price adjustments tied to the Consumer Price Index (CPI), not to exceed a three (3) percent annual increase.

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- 2.6 **Bonds in the Event of Contractor Activation:** Contractor shall provide the Town with a Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice to Proceed by Town.

Once activated, the Performance and Payment Bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract in accordance with the final negotiated unit prices. The total compensation paid to the Contractor for disaster debris management and logistical services under this contract shall not exceed the ceiling price of \$25,000.00 unless otherwise modified by a formal written amendment approved by the Town. The Contractor shall not be entitled to receive any compensation beyond this ceiling price unless additional services are required and authorized in writing by the Town.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

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- 3.5 Discounts. As applicable, invoices must clearly itemize the product/service description, contract price, and separately reflect any discounts applied. Failure to provide this breakdown may result in delayed payment or invoice rejection.
- 3.6 A monthly payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be

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deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

5.6 Contractor shall carry the following minimum types of insurance:

- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. PROFESSIONAL LIABILITY INSURANCE: in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Professional Liability/Errors & Omissions Coverage must be afforded for Wrongful Acts in an amount not less than One Million \$1,000,000 each claim and Two Million \$2,000,000 aggregate. Contractor must keep the professional liability/errors and omissions insurance in force until the third anniversary of expiration or early termination of this Agreement or the

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third anniversary of acceptance of work by the Town, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

E. WATERCRAFT LIABILITY (Protection and Indemnification) (if watercraft is utilized)

Coverage must be afforded in an amount not less than One Million \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired. Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

F. POLLUTION AND REMEDIATION OF LEGAL LIABILITY (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure): Contractors Pollution Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement. Asbestos Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement. Hazardous Waste Transportation Coverage Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number. Disposal Coverage Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

ATTN: Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

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And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

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- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

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Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

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Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring

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additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 10 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

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Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

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Section 25: Days

The terms “days” as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor’s fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator’s decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator’s decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS

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RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

DRC Emergency Services, LLC
Kristy Fuentes – Vice President, Treasurer, Secretary
111 Veterans Memorial Blvd.
Suite 1420
Metairie, LA 70005

Section 31: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor

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nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- F. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a

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matter of judicial construction, be construed more severely against one of the parties than the other.

G. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

J. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

K. No Obligation By Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section

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is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

4.

M. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall

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include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Contractor assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per

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the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

S. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

T. Domestic Preference Requirements. In accordance with the Build America, Buy America Act (BABAA) and FEMA's interim policy, the Contractor shall, to the greatest extent practicable and as permitted by law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, manufactured products, and construction materials. All iron and steel products must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. The Contractor is required to include this domestic preference requirement in all subcontracts and purchase orders for work or products under this contract. Compliance with these provisions is mandatory and subject to verification by the Town and relevant federal agencies. Failure to adhere to these requirements may result in remedies as deemed appropriate by the Town, including but not limited to contract termination or suspension.

U. Prohibition Regarding Covered Telecommunications Equipment or Services. The Contractor is prohibited from using any equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this contract.

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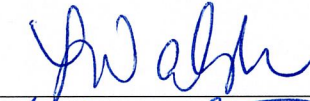
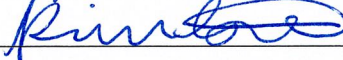
- V. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: DRC Emergency Services, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2025.

WITNESSES:

DRC EMERGENCY SERVICES, LLC:

By: 

Kristy Fuentes

Title: Vice President, Treasurer, Secretary

21st day of April 2025

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitzkreuz, Mayor

____ day of _____, 2025

By: _____

Russell Muñiz, Town Administrator

____ day of _____, 2025

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.232.2025

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PRICE SCHEDULE

Proposers are required to provide the hourly rates, unit prices, and equipment rates requested below for Sections A-D. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

CATEGORY 01

Part A: HOURLY RATES

1.	Project Manager w/ Cell Phone and pickup	\$ <u>95.00</u> per hour
2.	Operations Manager w/ Cell Phone and pickup	\$ <u>95.00</u> per hour
3.	Crew Foreman	\$ <u>85.00</u> per hour
4.	Skilled Sawman w/Chainsaw & Gear	\$ <u>65.00</u> per hour
5.	Tree Climber w/Chainsaw & Gear	\$ <u>95.00</u> per hour
6.	Laborer w/Chainsaw	\$ <u>65.00</u> per hour
7.	Laborer w/Small Tools/Traffic Control/Flagperson	\$ <u>65.00</u> per hour
8.	Administrative Staff	\$ <u>40.00</u> per hour

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard
 - 1A \$ 9.98 (0-15 miles)
 - 1B \$ 10.98 (15.01-30 miles)
 - 1C \$ 12.98 (30.01-45 miles)
 - 1D \$ 13.98 (45.01+ miles)

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard
 - 2A \$ 9.98 (0-15 miles)
 - 2B \$ 11.98 (15.01-30 miles)
 - 2C \$ 14.98 (30.01-45 miles)
 - 2D \$ 18.98 (45.01+ miles)

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

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3A	\$56.98	(0-15 miles)
3B	\$57.98	(15.01-30 miles)
3C	\$59.98	(30.01-45 miles)
3D	\$64.98	(45.01+ miles)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ 3.98
5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ 5.98
6. White Goods Collection & Recycling \$ 90.00
7. Freon Management and Recycling Per Unit \$ 50.00
8. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ 3.00
9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard

8A	\$4.98	(0-15 miles)
8B	\$6.98	(15.01-30 miles)
8C	\$8.98	(30.01-45 miles)
8D	\$12.98	(45.01+ miles)

10. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound \$19.95
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 24 inch to 35.99 inch diameter Each	\$ <u>450.00</u>
B. 36 inch to 47.99 inch diameter Each	\$ <u>650.00</u>
C. 48 inch and larger diameter Each	\$ <u>850.00</u>

12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:

A. 6 inch to 23.99 inch diameter Each	\$ <u>295.00</u>
B. 24 inch to 35.99 inch diameter Each	\$ <u>495.00</u>
C. 36 inch to 47.99 inch diameter Each	\$ <u>595.00</u>
D. 48 inch and larger diameter Each	\$ <u>750.00</u>

13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: \$ 125.00

14. Cleaning of Catch Basins (Includes disposal) Each \$ 750.00
15. Cleaning of Drainage Pipes Linear Feet \$ 19.50
16. Sodding per Square Foot \$ 12.50
17. Add Fill Dirt per Cubic Yard \$ 35.00

18. Sewer, culvert cleaning, including transportation and disposal – PER LF \$ 19.50

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19. Debris removal from lakes and canals – PER CY	\$ <u>168.50</u>
20. Restoration of canal banks and slopes – PER LF	\$ <u>98.50</u>
21. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE ON LAND	\$ <u>350.00</u>
22. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE IN WATERWAY	\$ <u>950.00</u>
23. Removal of boats including towing, processing and disposal – PER LF OF VESSEL ON LAND	\$ <u>125.00</u>
24. Removal of boats including towing, processing and disposal – PER LF OF VESSEL IN WATERWAY	\$ <u>185.00</u>

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ <u>225.00</u>
2. JD 644 Wheel Loader with debris grapple	\$ <u>250.00</u>
3. Extendaboom Forklift with debris grapple	\$ <u>135.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ <u>130.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	\$ <u>130.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	\$ <u>75.00</u>
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ <u>190.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>205.00</u>
9. JD 648E Log Skidder, or equivalent	\$ <u>220.00</u>
10. CAT D4 Dozer	\$ <u>195.00</u>
11. CAT D5 Dozer	\$ <u>225.00</u>
12. CAT D6 Dozer	\$ <u>250.00</u>
13. CAT D7 Dozer	\$ <u>275.00</u>
14. CAT D8 Dozer	\$ <u>300.00</u>
15. CAT 125 – 140 HP Motor Grader	\$ <u>100.00</u>
16. JD 690 Trackhoe with debris grapple	\$ <u>150.00</u>
17. JD 690 Trackhoe with bucket & thumb	\$ <u>150.00</u>

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18.	Hand-Fed Debris Chipper	\$ 70.00
19.	300 – 400 HP Horizontal Grinder	\$ 250.00
20.	800 – 1,000 HP Horizontal Grinder	\$ 285.00
21.	30 Ton Crane	\$ 325.00
22.	50 Ton Crane	\$ 400.00
23.	100 Ton Crane (8 hour minimum)	\$ 495.00
24.	40 – 60' Bucket Truck	\$ 225.00
25.	Greater Than 60' Bucket Truck	\$ 295.00
26.	Fuel / Service Truck	\$ 125.00
27.	Water Truck	\$ 140.00
28.	Portable Light Plant	\$ 95.00
29.	Lowboy Trailer with Tractor	\$ 150.00
30.	Flatbed Truck	\$ 95.00
31.	Pick-up Truck (unmanned)	\$ 50.00
32.	Self-Loading Dump Truck with debris grapple	\$ 275.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 60.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 70.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 125.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 130.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 150.00
38.	Temporary Office Trailer DAILY RATE	\$ 500.00


Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ 470.00	\$ 1,410.00
2. 15 KW Generator	\$ 470.00	\$ 1,410.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

3. 25 KW Generator	\$ 579.00	\$ 1,735.00
4. 50 KW Generator	\$ 820.00	\$ 2,450.00
5. 75 KW Generator	\$ 1,120.00	\$ 3,350.00
6. 100 KW Generator	\$ 1,235.00	\$ 3,700.00
7. 175 KW Generator	\$ 1,500.00	\$ 4,500.00
8. 250 KW Generator	\$ 1,865.00	\$ 5,590.00
9. 300 KW Generator	\$ 2,170.00	\$ 6,500.00
10. 350 KW Generator	\$ 2,250.00	\$ 6,750.00
11. 500 KW Generator	\$ 3,470.00	\$ 10,410.00
12. 750 KW Generator	\$ 4,875.00	\$ 14,620.00
13. 800 KW Generator	\$ 5,845.00	\$ 17,525.00
14. 1000 KW Generator	\$ 6,550.00	\$ 19,650.00
15. 1250 KW Generator	\$ 8,110.00	\$ 24,325.00
16. 1500 KW Generator	\$ 8,535.00	\$ 25,600.00
17. 1750 KW Generator	\$ 9,100.00	\$ 27,290.00
18. Tails	\$ 50.00	\$ 120.00
19. Cables (400 amp) 50 ft	\$ 140.00	\$ 250.00

CATEGORY 02

INITIAL HERE TO CONFIRM THAT PROPOSER HAS INCLUDED LOGISTICAL SERVICES MENU AT UNIT PRICES (REFERENCE ATTACHMENT): 

Notes:

- Unit prices prevail. Any discrepancy between the unit and extension price, the unit price prevails.
- Rates for Additional professional Services. If it should become necessary for the Town of Southwest Ranches to request the Contractor to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in this RFP.

Proposer: DRC Emergency Services, LLC.

Authorized Signatory (PRINT): Kristy Fuentes

Authorized Signatory (PRINT TITLE): Vice President, Treasurer, Secretary

Authorized Signatory (SIGNATURE): 

Date: 3/28/25

RFP 25-10 Pricing Menu for Logistical Services & Rental Equipment

ITEM #	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.1	Air Compressor	8010	41 CFM	to 10	Hoses included.	Hour	\$ 20.00
B.2	Air Compressor	8011	103 CFM	to 30	Hoses included.	Hour	\$ 25.00
B.3	Air Compressor	8012	130 CFM	to 50	Hoses included.	Hour	\$ 30.00
B.4	Board, Arrow	8050		to 8	Trailer Mounted.	Hour	\$ 150.00
B.5	Board, Message	8051		to 5	Trailer Mounted.	Hour	\$ 150.00
B.6	Chainsaw	8187	Bar Length 20"	20 In	3.0 cu in	Hour	\$ 6.00
B.7	Chainsaw	8188	Bar Length 20"	20 In	5.0 cu in	Hour	\$ 8.00
B.8	Cutter, Brush	8195	Cutter Size	8 ft	to 150	Hour	\$ 185.00
B.9	Cutter, Brush	8196	Cutter Size	8 ft	to 190	Hour	\$ 195.00
B.10	Cutter, Brush	8197	Cutter Size	10 ft	to 245	Hour	\$ 210.00
B.11	Chipper, Brush	8202	Chipping Capacity 12 In	to 100	Trailer Mounted.	Hour	\$ 245.00
B.12	Chipper, Brush	8203	Chipping Capacity 15 In	to 125	Trailer Mounted.	Hour	\$ 275.00
B.13	Chipper, Brush	8204	Chipping Capacity 18 In	to 200	Trailer Mounted.	Hour	\$ 345.00
B.14	Loader - Tractor - Knuckleboom	8208		to 173	Model Barko 595 ML	Hour	\$ 295.00
B.15	Dozer, Crawler	8250		to 75		Hour	\$ 125.00
B.16	Dozer, Crawler	8251		to 105		Hour	\$ 150.00
B.17	Dozer, Crawler	8252		to 160		Hour	\$ 165.00
B.18	Dozer, Wheel	8260		to 300		Hour	\$ 195.00
B.19	Excavator, Hydraulic	8282	Bucket Capacity 1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 185.00
B.20	Excavator, Hydraulic	8283	Bucket Capacity 2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 225.00
B.21	Excavator	8287	2007 model Gradall XL3100 III	184		Hour	\$ 195.00
B.22	Excavator	8288	2003 model Gradall XL4100 III	238		Hour	\$ 225.00
B.23	Loader, Crawler	8382	Buck Capacity 2 CY	to 118	Includes bucket.	Hour	\$ 175.00
B.24	Loader, Crawler	8383	Bucket Capacity 3 CY	to 178	Includes bucket.	Hour	\$ 185.00
B.25	Loader, Wheel	8392	2 CY	to 105	Includes bucket.	Hour	\$ 215.00

B.26	Loader, Wheel	8393	3 CY	to 152	Includes bucket.	Hour	\$ 225.00
B.27	Loader, Wheel	8394	4 CY	to 200	Includes bucket.	Hour	\$ 240.00
B.28	Crane	8502	Maximum Lifting Capacity 50 MT	to 200		Hour	\$ 395.00
B.29	Loader, Skid-Steer	8541	Operating Capacity 2000 Lbs	to 65		Hour	\$ 125.00
B.30	Loader, Skid-Steer	8542	Operating Capacity 3000 Lbs	to 85		Hour	\$ 135.00
B.31	Loader-Backhoe, Wheel	8572	Bucket Capacity 1.5 CY	to 95	Loader and Backhoe Buckets included.	Hour	\$ 195.00
B.32	Loader-Backhoe, Wheel	8573	Bucket Capacity 1.75 CY	to 115	Loader and Backhoe Buckets included.	Hour	\$ 215.00
B.33	Stump Grinder	8628	1988 Vermeer SC-112	102		Hour	\$ 200.00
B.34	Stump Grinder	8629	24" grinding wheel	110		Hour	\$ 300.00
B.35	Cleaner, Sewer/Catch Basin	8712	Hopper Capacity 5 CY		Truck Mounted.	Hour	\$ 250.00
B.36	Cleaner, Sewer/Catch Basin	8713	Hopper Capacity 14 CY		Truck Mounted.	Hour	\$ 300.00
B.37	Truck, Vacuum	8717	60,000 GVW	400		Hour	\$ 295.00
B.38	Truck, Dump	8725	14 CY	to 400		Hour	\$ 95.00
B.39	Truck, Dump	8723	18 CY	to 400		Hour	\$ 110.00
B.40	Truck, Water	1500	Gallons		Fire Suppression	Hour	\$ 125.00
B.41	Mobile Command Center	8849	43'x8.5' x 13.5'H with self 30kw Generator	43		Hour	\$ 250.00
B.42	Self Loading Prentice Truck 25 total yard					Hour	\$ 195.00
B.43	210 Prentice Loader					Hour	\$ 225.00
B.44	Trash Transfer Trailers - 100 yard with tractor					Hour	\$ 125.00
B.45	Equipment Transports with tractor, trailer					Hour	\$ 140.00
B.46	Fuel Dispensing Equipment for fueling					Hour	\$ 95.00
B.47	Fuel Cell, Portable on Trailer, 500 gallon					Hour	\$ 95.00
B.48	Additional Equipment not listed above but necessary for successful initial push and shove services:						
B.48.1							
B.48.2							

B.48.3							
B.48.4							
B.48.5							

The below unit prices are related to miscellaneous crew or labor service:

Item #	Description	UOM	Maximum Ceiling Hourly Rate
B.49	Field Supervisor with transportation and cell phone	Hour	\$ 85.00
B.50	Heavy Equipment Operator	Hour	\$ 75.00
B.51	Tool Operator (Chainsaw, Chipper)	Hour	\$ 65.00
B.52	Labor with small tools	Hour	\$ 65.00
B.53	Tree Climber w/chainsaw and gear	Hour	\$ 95.00

ITEM #	EQUIPMENT/LABOR DESCRIPTION	ONE WAY TRANSPOR- TATION	STAND-BY USAGE UNIT PRICE			8 - 16 HOURS PER DAY UNIT PRICE			24 HOURS/7 DAY DAILY UNIT PRICE		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Daily	Weekly	Monthly
C.1	Portable Offices	\$ 7,500.00									
	Various Locations										
	Generator Rating: 25 KW		\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 4,065.00	\$ 4,065.00	\$ 8,135.00	\$ 4,935.00	\$ 4,935.00	\$ 9,865.00
	single phase, 240 volt, trailer mounted, must be hardwired										
C.2	Portable Offices (Possible 1 generator running 2-3 portable trailers)	\$ 8,500.00									
	Various Locations										
	Generator Rating: 125 KW		\$ 2,250.00	\$ 3,250.00	\$ 6,500.00	\$ 6,615.00	\$ 6,615.00	\$13,225.00	\$ 8,750.00	\$ 8,750.00	\$ 17,500.00
	single phase, 240 volt, trailer mounted, must be hardwired										
	*Fuel will be billed to Client at cost.	\$ 134,455.00									

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
D.1	Rental of Equipment – Capability of calling nationwide from Florida – no additional roaming or long distance charges	Per Unit	\$ 325.00	\$ 1,140.00
D.2	Per Minute Charge for Usage	Per Minute	\$ 4.50	
				\$ 1,469.50

ITEM #	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
E.1	Portable Toilet Units	\$ 395.00	\$ 595.00	\$ 2,250.00	\$ 2,250.00
E.2	Portable Toilet Units (ADA accessible)	\$ 495.00	\$ 795.00	\$ 3,250.00	\$ 2,250.00
E.3	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	\$ 500.00	\$ 700.00	\$ 2,800.00	\$ 2,250.00
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	\$ 600.00	\$ 850.00	\$ 3,450.00	\$ 2,250.00
E.5	Shower/Rest Room Container Unit or Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned.	\$ 11,065.00	\$ 44,250.00	\$ 154,875.00	Included
E.6	Shower Unit, Single, ADA accessible	\$ 8,290.00	\$ 33,150.00	\$ 116,025.00	Included
E.7	Bunk House, Climate Controlled, minimum 6 people	\$ 9,335.00	\$ 37,340.00	\$ 130,690.00	
E.8	Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	\$ 10,375.00	\$ 41,500.00	\$ 145,250.00	
					\$ 767,825.00
DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS REQUIRING ELECTRIC OR GENERATORS:					
Certified electrician will make all necessary connections. Fuel will be billed to Client at cost.					

ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE		
F.1	Refrigeration Containers - 1 temperature setting (refrigerate or freeze)	8'X40'		\$ 10,500.00	\$ 45,000.00		
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF					
F.2	Refrigeration Containers - Dual temperature settings (refrigerate and freeze)	8'X40'		\$ 10,500.00	\$ 45,000.00		
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF					
F.3	Reefer Container - normally a tractor trailer, fuel powered	8'X40'		\$ 10,500.00	\$ 45,000.00		
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF					
F.4	Bagged Ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE PER BAG	\$4.90	\$ 1,592.50				
	Indicate # pounds per bag, and #bags per pallet	7lbs/ Bag. 325 Bags/ Pallet					
						\$ 168,092.50	
DESCRIBE THE ELECTRICAL AND GENERATOR CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:							
All refrigeration trailers have self- contained generators. Fuel will be billed to Client at cost.							

ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
G.1	Potable Water Tank	2500G	\$ 2,750.00	\$ 19,250.00	\$ 82,500.00
	State the minimum gallon capacity of unit proposed	2500G			
				MAXIMUM CEILING UNIT PRICE	
G.2	Refilling of Potable Water Tanks - PRICE PER GALLON			\$ 1.50	
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle	0.57			
	State the minimum ounce per bottle and number of bottles per pallet	16.9oz.			\$ 1,149.12
DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.					
If applicable, a certified electrician will make all necessary connections. Fuel will be billed to Client at cost.					
					\$ 105,650.62

ITEM #	EQUIPMENT/LABOR DESCRIPTION		DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
H.1	Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		\$ 2,250.00	\$ 15,750.00	\$ 67,500.00
H.2	Mechanic/Technician/ Price per man hour		\$ 165.00	\$ 165.00	\$ 165.00
H.3	Mobile Mechanic with truck and tools		\$ 2,250.00	\$ 15,750.00	\$ 67,500.00
H. 4	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			
DESCRIBE THE MOBILE FLEET UNIT PROPOSED:					
					\$ 171,495.00

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
I.1	Safety Cade Type II Barricades with flashing lights inclusive of maintenance and battery	EACH	\$ 200.00	\$ 1,400.00	\$ 5,600.00
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	EACH	\$ 100.00	\$ 700.00	\$ 2,800.00
I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	EACH	\$ 175.00	\$ 1,225.00	\$ 4,900.00
I.4	A-Frame stands for 36" signs	EACH	\$ 110.00	\$ 770.00	\$ 3,080.00
					\$ 21,060.00

CATEGORY J: CANTEEN, TENTS, FURNISHINGS - The Bidder shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
J.1	Canopy, pole type or pop up without sides, 10' x 10'	each	\$ 550.00	\$ 550.00	\$ 2,200.00
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each	\$ 1,350.00	\$ 1,350.00	\$ 5,400.00
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00
J.4	Tent, pole type or pop up with sides, 15 x 15	each	\$ 1,750.00	\$ 1,750.00	\$ 7,000.00
J.5	Tent, pole type or pop up with sides, 20 x 20	each	\$ 2,800.00	\$ 2,800.00	\$ 11,200.00
J.6	Tent, pole type or pop up with sides, 20 x 40	each	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00
J.7	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00
J.8	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit	\$ 21,340.00	\$ 21,340.00	\$ 85,360.00
J.9	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit	\$ 80,000.00	\$ 80,000.00	\$ 320,000.00
J.10	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit	\$ 101,450.00	\$ 101,450.00	\$ 405,800.00
J.11	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00
J.12	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00

DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:

TOTAL UNIT PRICE CATEGORY J - ITEM J.1 THROUGH J.12	\$ 1,522,440.00

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
K.1	Meets following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 – 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the lights	EACH	\$ 1,000.00	\$ 5,000.00	\$ 12,500.00
DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT					
Light tower has self- contained generator. Fuel will be billed to Client at cost.					
					\$ 18,500.00

ITEM #	MATERIAL DESCRIPTION	MINIMUM PERCENTAGE DISCOUNT FROM RETAIL OR LIST PRICE
L.1	Lumber and related supplies (Primary use for emergency dry in of facilities)	0%
L.2	Fencing material and related supplies	0%

CATEGORY M: Meals During a Disaster Event - The Bidder shall furnish meals as requested during recovery.
Breakfast starting at 6am, lunch starting at 11am and evening meal starting at 5pm.

ITEM #	MATERIAL DESCRIPTION	UNIT COST EACH 75-100	UNIT COST EACH 101-150	UNIT COST EACH 150- 300	UNIT COST EACH 301+
M.1	Breakfast	\$ 47.00	\$ 45.00	\$ 45.00	\$ 40.00
M.2	Lunch	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
M.3	Dinner	\$ 60.00	\$ 55.00	\$ 55.00	\$ 52.50
M.4	Meal Delivery	5% of total meal count	5% of total meal count	5% of total meal count	5% of total meal count
			\$ 559.50		



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 6/12/2025
SUBJECT: Amended and Restated Transportation Surtax Interlocal Agreement.

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Broward County Commission enacted Ordinance #2018-29 on June 5, 2018, to authorize the levy of a transportation system surtax to fund transportation system improvements subject to voter approval. The Transportation System Surtax (SURTAX), was approved by voters during the November 6, 2018 election, and levies a 1% sales tax, the proceeds of which have been placed into a surtax trust fund; and

The Town and Broward County executed an Interlocal Agreement (ILA) on September 12, 2018 via Resolution 2018-073 which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements and are prioritized by the MPO. Pursuant to Resolution 2019-054 adopted on August 22, 2019, the County and Town amended the ILA to clarify the definition of eligible projects, change the date of municipal

project prioritization, create a Five-Year Plan to include all projects for approval by the Oversight Board, and remove the responsibility for prioritizing projects from MPO staff.

Pursuant to Resolution 2021-035 adopted on March 11, 2021, the County and Town approved a Second Amendment to the agreement to amend the application process for municipal projects, amend the criteria for street lighting, landscaping, fiber optic, parking, road improvements and sound walls, amend the requirements for drainage projects, and amend the evaluation and ranking process and criteria.

This amended and restated interlocal agreement addresses the status of the remaining Cycle 1 projects and the ability for the County to terminate such projects that are not under the ILA, to reprioritize the current distribution of funding to municipalities among the community shuttle program, capital projects and rehabilitation and maintenance (R&M) projects and on-demand transportation during fiscal years 2026 to 2032, to create new means of allowing municipalities the ability to obtain transportation surtax funding to be used as required local match in relation to state and federal appropriations and grants, to streamline the manner by which projects funded to the transportation surtax are placed under surtax funding agreements, to provide municipalities with flexibility on how each will use formula-based funding from the transportation surtax, to permit multiple municipalities to collaborate on the joint management of the community shuttle programs, to permit the ILA to be more easily modified and to more efficiently and effectively distribute the transportation surtax proceeds committed to municipalities, and to describe the role that the Broward County City Managers Association will have in connection with certain parts of the programs established between the County and municipalities.

Fiscal Impact/Analysis

Execution of this ILA will ensure that the Town will receive dedicated funding on an annual basis for roadway maintenance projects based on a funding formula that utilizes center line miles.

Staff Contact:

Russell C Muñiz, Town Administrator
Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/5/2025	Resolution
Amended ILA - Exhibit 1	6/11/2025	Backup Material

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Commission enacted Ordinance #2018-29 on June 5, 2018, to authorize the levy of a transportation system surtax to fund transportation system improvements subject to voter approval; and

WHEREAS, the Transportation System Surtax (SURTAX), was approved by voters during the November 6, 2018 election, and levies a 1% sales tax, the proceeds of which have been placed into a surtax trust fund; and

WHEREAS, the Town and Broward County executed an Interlocal Agreement (ILA) on September 12, 2018 via Resolution 2018-073 which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements and are prioritized by the MPO; and

WHEREAS, pursuant to Resolution 2019-054 adopted on August 22, 2019, the County and Town amended the ILA to clarify the definition of eligible projects, change the date of municipal project prioritization, create a Five-Year Plan to include all projects for approval by the Oversight Board, and remove the responsibility for prioritizing projects from MPO staff; and

WHEREAS, pursuant to Resolution 2021-035 adopted on March 11, 2021, the County and Town approved a Second Amendment to the agreement to amend the application process for municipal projects, amend the criteria for street lighting, landscaping, fiber optic, parking, road improvements and sound walls, amend the requirements for drainage projects, and amend the evaluation and ranking process and criteria; and

WHEREAS, this amended and restated interlocal agreement addresses the status of the remaining Cycle 1 projects and the ability for the County to terminate such projects that are not under the ILA, to reprioritize the current distribution of funding to municipalities among the community shuttle program, capital projects and rehabilitation and maintenance (R&M) projects and on-demand transportation during fiscal years 2026 to 2032, to create new means of allowing municipalities the ability to obtain transportation surtax funding to be used as required local match in relation to state and federal appropriations and grants, to streamline the

manner by which projects funded to the transportation surtax are placed under surtax funding agreements, to provide municipalities with flexibility on how each will use formula-based funding from the transportation surtax, to permit multiple municipalities to collaborate on the joint management of the community shuttle programs, to permit the ILA to be more easily modified and to more efficiently and effectively distribute the transportation surtax proceeds committed to municipalities, and to describe the role that the Broward County City Managers Association will have in connection with certain parts of the programs established between the County and municipalities;

NOW, THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Amended and Restated Interlocal Agreement with Broward County, substantially in the form attached hereto and incorporated herein by reference as Composite Exhibit "1".

Section 3: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into the Amended and Restated Interlocal Agreement with Broward County, and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of June 2025 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.043.2025

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ITEM #65-B

Amended

ADDITIONAL MATERIAL

REGULAR MEETING

JUNE 10, 2025

SUBMITTED AT THE REQUEST OF


**MOBILITY ADVANCEMENT
PROGRAM SECTION**



MONICA CEPERO, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7354 • FAX 954-357-7360

TO: Broward County Board of County Commissioners

FROM: Monica Cepero, County Administrator 

DATE: June 9, 2025

RE: June 10, 2025, Commission Meeting: Agenda Item 65, *Additional Material Replacement Exhibit*

On the afternoon of June 5, 2025, the County received correspondence from the Broward County City Manager's Association (BCCMA) through its Surtax Subcommittee Chair, suggesting several edits to the *Amended and Restated Transportation System Surtax Interlocal Agreement (2025 ILA)*, also referred to as the *Third Amendment*. The 2025 ILA was based on the Term Sheet finalized amongst the parties in late April and distributed to the municipalities after publication of the June 10, 2025, Commission Agenda.

On June 6, 2025, the President of the BCCMA, four members of the Surtax Subcommittee, counsel representing several municipal parties to the surtax program, County staff, and County legal counsel met virtually to discuss the BCCMA questions and suggested edits. The meeting resulted in the County agreeing to modify certain 2025 ILA terms and conditions for County Commission consideration. The more significant modifications are summarized below for ease of reference in this memorandum and evidenced in the attached revised 2025 ILA.

1. The term "Third Amendment" was added to the document title and footer;
2. Section 1.2.19 defines project contingency as inclusive of unforeseen capital construction costs associated with inflation/cost escalation;
3. Sections 2.2 and 2.4 relating to street lighting and sound walls were amended to specify that written County and FDOT policies must be followed;
4. Article 3, relating to *Cycle 1 Ranked Projects* shown on *Exhibit A*, explicitly includes a provision for consultation with an affected municipality as a condition precedent to termination of a project;
5. At BCCMA's request, Section 4.3 was revised to remove the reference that the centerline miles formula distribution of funds was proposed and supported by the BCCMA. Additionally, language was added that the best-known formula-based

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
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funding estimate for upcoming fiscal years will now be communicated by County to municipalities on or about July 31, annually;

6. Section 4.3.3 was revised to remove reference to municipal Capital Improvement Programs (CIP), and instead references the municipality's adopted budget;
7. The *Small Municipality Formula-Based Funding Enhancement* enumerated in Section 4.3.8, was further refined to express the Parties' intent that no County-owned roadways are included in the formula calculation;
8. Section 5.1.2.1 was revised to carve out certain construction-phase projects under a Surtax Funding Agreement from potential funding reductions resulting from the annual "true-up" of Transportation Surtax Funding received by the County;
9. The BCCMA will be consulted regarding potential adjustments to funding levels resulting from annual "true-ups" detailed in Section 5.1.2.2, while ultimate decisions regarding those adjustments remain within the County's sole discretion; and
10. Section 5.4 was amended to specify that the value of municipal project(s) delivered by an entity (e.g., County or State) other than the municipal sponsor, remain part of the calculation for the minimum annual guarantee.

The County, in consultation with the BCCMA, agreed to distribute these non-material revisions to the 2025 ILA as Additional Material prior to the Commission's expected June 10, 2025, action on Agenda Item 65.

Attachment

Cc: Kevin Kelleher, Assistant County Administrator
Laurette Jean, Assistant to the County Administrator
Andrew Meyers, County Attorney
Bob Melton, County Auditor
Gretchen Cassini, Mobility Advancement Program Administrator
Nathaniel Klitsberg, Transportation Surtax General Counsel
Adam Reichbach, President, BCCMA

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; (iv) to

create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **CPI** means the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County.

1.2.9. **Cycle 1 Projects** means the Municipal Projects listed in **Exhibit A** to this 2025 ILA.

1.2.10. **Effective Date** means the date of complete execution of this ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.11. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.12. **FDOT** means the Florida Department of Transportation.

1.2.13. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.14. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.15. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.16. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Five-Year Plan as of the Effective Date.

1.2.17. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.18. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.19. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase ~~associated with unforeseen conditions encountered during construction (e.g., tariffs, inflation/cost escalation, etc.),~~ up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed ~~other~~ amount if approved by County as may be included in the Surtax Funding Agreement pursuant to Section 4.4.4 for a Municipal Capital Project.

1.2.20. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, (iv) cycling paths).

1.2.21. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.22. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.23. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.24. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.25. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.26. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.27. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with [any applicable written](#) Broward County and FDOT policies [as well as](#) ~~as~~ the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with [any applicable written](#) Broward County and FDOT policies [as well as](#) ~~as~~ the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS.

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, [after consultation with the affected Municipality](#), terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that

project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of cancellation; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects ~~currently underway and under a Surtax Funding Agreement~~ shall no longer be eligible to receive separate cost escalation funding from County ~~for such projects and the contingency provisions in Section 4.4.4 shall apply.~~

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. **Community Shuttle.**

4.2.1. **Community Shuttle Funding.** A portion of the Transportation Surtax Proceeds will be used to directly fund the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time

because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of Formula-based Funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, ~~as requested by the BCCMA,~~ Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate ~~the portion~~ of Formula-based Funding that each Municipality will be ~~is~~ eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year ~~based upon these calculations.~~

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or

accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year ~~CIP~~, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or

a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger lump sum in such later Fiscal Year and permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration

("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the Americans with Disabilities Act of 1990, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial

report ("ACFR"), Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality' request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of ~~Broward County's~~ Centerline Miles within the owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program.- For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to

the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement ~~allow~~ a line item for Municipal Capital Project Contingency ~~for a specific Municipal Capital Project~~ up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project). ~~Municipal Capital Projects in Cycles 1, 2, 3, 4, or 5 that were included in a Five-Year Plan in existence as of the Effective Date are ineligible for any increase in the maximum not to exceed amounts in the applicable Surtax Funding Agreement for cost escalation due to inflation, tariffs, or other market changes.~~

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community

Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other Broward County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County

Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (a) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (b) the actual Transportation Surtax Proceeds received by County and (c) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for

Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the underappropriated funds being the "Differential Amount"), then County, in its sole discretion, [after consultation with the BCCMA, may will](#): (i) make funding available in the current Fiscal Year for Municipal [Capital](#) Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal [Capital](#) Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted

towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that [to the best of each Party's knowledge](#), funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation

Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;

(ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);

(iii) Right-of-way required to construct the project has not been acquired;

(iv) The permits required to construct the project have not been obtained;

(v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal [Capital](#) Project Contingency (construction projects only). Such reallocated funding from terminated

projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to ~~Convert-Deliver~~ an Eligible Municipal Project ~~to a County Project~~. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver ~~convert~~ any Eligible Municipal Project ~~Municipal Capital Project to a County project~~. County will provide written notice to the Municipality of its intent to deliver ~~convert~~ the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery ~~conversion~~ of an Eligible Municipal Capital Project by County or FDOT ~~to a County project~~, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations, and the timing of funding the project will be determined by County in its sole discretion.

5.5. Surtax Funding Agreements. For each funded Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE Goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in

connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County

regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds ~~paid~~allocated by County ~~for~~to Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise

materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such [Surtax](#) Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 202__ (Agenda Item ____); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.15

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through
its _____, authorized to execute the same by action of its governing body on the
_____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2024

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2024

ATTEST:

Notices to Municipality: (name/address/email)

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

With a copy to Municipality Counsel:

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

Print or Type Name of Witness:

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Signature

Print Name

By: _____
Signature

Print Name/Title:

_____ day of _____, 2024

Notices to BCCMA: (name/address/email)

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvma106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

(1) *Percentage of Centerline Miles* is calculated using the Total of Paved + Unpaved Municipal-owned Roads

(2) *Surtax Allocation* is obtained by applying the *Percentage of Centerline Miles* by Municipality to \$30,000,000

(3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D **Municipal Five-Year Plans for Fiscal Years 2020 - 2029**

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
RBM	1	Lauderhill	BC-LAHL-FY2020-00001	\$ 15,500	C																			\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																			\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																			\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00002	\$ 1,666,863	C																			\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																			\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																			\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																			\$ 2,817,339
RBM	1	Coconut Creek	BC-CREEK-FY2020-00001	\$ 3,000,000	C																			\$ 3,000,000
RBM	1	Deerfield Beach	BC-DBEACH-FY2020-00001	\$ 791,219	C																			\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 1,223,165	C																			\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPONT-FY2020-00001	\$ 913,588	C																			\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																			\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																			\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 737,005	C																			\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																			\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$ 2,971,710	C																			\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																			\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																			\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																			\$ 72,765
RBM	1	Cooper City	BC-COOPC-FY2020-00001	\$ 1,036,960	C																			\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																			\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																			\$ 1,995,001
RBM	1	Coral Springs	BC-CPSPRNGS-FY2020-00001	\$ 399,406	C																			\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																			\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,330	C																			\$ 293,330
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																			\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																			\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																			\$ 176,064
RBM	1	Lighthouse Point	BC-LHPONT-FY2020-00002	\$ 1,051,247	C																			\$ 1,051,247
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	\$ 2,914,575	C																			\$ 2,914,575
RBM	1	Sunrise	BC-SUNRISE-FY2020-00003	\$ 852,796	C																			\$ 852,796
RBM	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	\$ 483,380	C																			\$ 483,380
RBM	1	Weston	BC-WESTON-FY2020-00002	\$ 191,834	C																			\$ 191,834
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00003	\$ 522,757	C																			\$ 522,757
RBM	1	Margate	BC-MARG-FY2020-00003	\$ 1,053,184	C																			\$ 1,053,184
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00001	\$ 1,334,667	C																			\$ 1,334,667
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00003	\$ 1,425,600	C																			\$ 1,425,600
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00002	\$ 1,651,467	C																			\$ 1,651,467
RBM	1	Sunrise	BC-SUNRISE-FY2020-00006	\$ 1,853,260	C																			\$ 1,853,260
RBM	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	\$ 400,000	C																			\$ 400,000
MCP	1	Wilton Manors	WILT-006	\$ 247,711	C																			

Page 2 of 2

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P								\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C						\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P						\$ 800,000	D	\$ 4,250,000	C										\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,250,000
MCP	1	Davie	DAVI-012	\$ 240,000	D						\$ 1,760,000	C												\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D						\$ 3,080,000	C												\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D						\$ 3,091,549	C												\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-009	\$ 260,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D						\$ 2,112,000	C	\$ 1,408,000	C										\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D								\$ 880,000	C										\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 537,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D								\$ 330,000	C										\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D						\$ 1,848,000	C												\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCK-016	\$ 330,600	D								\$ 2,424,400	C										\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D						\$ 1,760,000	C												\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D						\$ 5,217,316	C												\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 34,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 100,000	D						\$ 733,839	C												\$ 833,839
MCP	3	Miramar	MIRA-017													\$ 506,520	D							\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019													\$ 370,416	D	\$ 5,871,572	C					\$ 6,241,988
MCP	3	Weston	WEST-312													\$ 1,181,617	D							\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004													\$ 471,137	C							\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LURL-518													\$ 511,569	D	\$ 10,363,448	C					\$ 10,875,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002										\$ 1,712,582	C										\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCK-23-007															\$ 1,623,055	D	\$ 14,745,559	C			\$ 16,368,614
MCP	4,5	Fort Lauderdale	FORT-23-001															\$ 500,000	D	\$ 9,677,609	C			\$ 10,177,609
MCP	4	Coconut Creek	COCK-23-001																\$ 6,371,882	C				\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020															\$ 552,779	P					\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003															\$ 235,414	P					\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001															\$ 223,320	D					\$ 223,320
MCP	4	Miramar	MIRA-013															\$ 1,527,120	D					\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 6/12/2025
SUBJECT: Records Retention Policy

Recommendation

Consideration by the Town Council for the approval of this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The purpose of a records retention policy is to establish a clear framework for Town staff and representatives to effectively manage the retention, destruction, and provision of public records of the Town.

It is the policy of the Town of Southwest Ranches to maintain public records in accordance with Article I, Section 24, Constitution of the State of Florida; Section 257.36(5), Florida Statutes; Chapter 119, Florida Statutes; Rule 1B-24, Florida Administrative Code; and Rule 1B-26, Florida Administrative Code, as all may be amended from time to time.

The Town of Southwest Ranches currently does not have a records retention policy to govern the management, retention, and disposal of public records. The Town Council has determined that it is necessary to establish guidelines for preserving Town records, consistent with Florida

law. The records retention policy sets standards for ensuring compliance with applicable laws, maintaining transparency, and promoting efficient management of Town records.

The Town Council deems that it is in the best interest of the residents to enact a records retention policy.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell C. Muñoz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/5/2025	Resolution
Retention Policy	6/5/2025	Backup Material

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING A PUBLIC RECORDS RETENTION POLICY CONSISTENT WITH FLORIDA LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purpose of a records retention policy is to establish a clear framework for Town staff and representatives to effectively manage the retention, destruction, and provision of public records of the Town; and

WHEREAS, it is the policy of the Town of Southwest Ranches to maintain public records in accordance with Article I, Section 24, Constitution of the State of Florida; Section 257.36(5), Florida Statutes; Chapter 119, Florida Statutes; Rule 1B-24, Florida Administrative Code; and Rule 1B-26, Florida Administrative Code, as all may be amended from time to time; and

WHEREAS, the Town of Southwest Ranches currently does not have a records retention policy to govern the management, retention, and disposal of public records; and

WHEREAS, the Town Council has determined that it is necessary to establish guidelines for preserving Town records, consistent with Florida law; and

WHEREAS, the records retention policy sets standards for ensuring compliance with applicable laws, maintaining transparency, and promoting efficient management of Town records; and

WHEREAS, the Town Council deems that it is in the best interest of the residents to enact a records retention policy;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida as follows:

Section 1: Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: Adoption. The Town Council hereby approves the adoption of the Town of Southwest Ranches records retention policy attached hereto as "Exhibit A" and authorizes the Town Administrator and Town Clerk to implement these changes as needed.

Section 3: Severability. If any one or more provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Resolution.

Section 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.048.2025

Town of Southwest Ranches
Records Retention Policy
Effective Date February 17, 2024

I. Introduction

The records that the Town of Southwest Ranches employees and agents keep and generate in the course of their duties and responsibilities are public records. Florida Law requires public records to be readily available and accessible to the public and requires all employees to maintain the public records in their custody. Only records designated by Florida Statutes as confidential, or exempt, can be withheld from public disclosure.

II. Purpose

The purpose of this policy is to provide Town of Southwest Ranches employees and agents with information and guidance to properly manage public records, to establish standards for meeting legal requirements, and to outline procedures for proper retention and destruction of public records, in accordance with Florida Statutes.

III. Scope

This policy applies to all Town of Southwest Ranches employees, elected officials, publicly created advisory boards, and public or private entities that have been contracted with the Town to perform governmental functions. This policy applies to all public records of the Town, regardless of the medium.

IV. Authority

- a. Sections 257.36, 119.07, 119.011, and 119.021, Florida Statutes.
- b. Rules 1-2.0031, 1B-24, 1B-26.003, and 1B-26.0021, Florida Administrative Code.

V. Statement of Policy

It is the policy of the Town of Southwest Ranches to ensure that public records in the custody of the Town are managed and maintained as required by Florida Public Records Law.

The Town's Records Retention Policy applies to all records, regardless of physical form, characteristics, or means of transmission that are created or received by the Town in connection with the transaction of official business.

VI. Definitions

- a. Confidential - public records that have been identified in the Florida Statutes as confidential. The information in these records is not subject to inspection by the public and may be released only to the persons and entities designated in Florida Statutes.
- b. Disposition of Records - Section 257.36(6), Florida Statutes, states that "a public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This means that all records, regardless of access provisions, must be scheduled before disposition can occur.
- c. Exempt - public records that have been identified in Chapter 119 or other applicable Florida Statutes as exempt from public disclosure.
- d. General Records Retention Schedule - establishes retention requirements for records documenting administrative and program functions common to several or all government agencies, such as personnel, accounting, purchasing and general administration. General records schedules can cover a significant proportion of an agency's record series. *** The General Records Schedule GS1-SL for State and Local Government Agencies can be used by all state and local agencies in determining their records retention requirements.
- e. Individual Records Retention Schedule - establishes retention requirements for records that are unique to the Town. These schedules are used for records that are not in a general schedule. *** Individual records schedules may only be used by the agency for which they were established. To establish an individual records schedule, an agency must submit a Request for Records Retention Schedule to the Florida Department of State Records Management Program for review and approval.
- f. Public Record - as defined by Section 119.011(12), Florida Statutes, means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received

pursuant to law or ordinance or in connection with the transaction of official business by any agency.

- g. Record Copy - as defined in Rule 1B-24.001(3)(j), Florida Administrative Code, means the public records specifically designated by the custodian as the official record.
- h. Records Liaison – the designated employee responsible for the coordination of public record activities as appointed by the Department Head.
- i. Records Management Liaison Officer (RMLO) – serves as the point of contact between the Town and the Florida Department of State's Division of Library and Information Services' Records Management Program.
- j. Records Series - as defined in Rule 1B-24.001(3)(k), Florida Administrative Code, means a group of related documents arranged under a single filing arrangement or kept together as a unit because they consist of the same form, relate to the same subject, result from the same activity, or have certain common characteristics.

VII. Record Retention

Public records controlled by the Town shall be retained and preserved in accordance with the State of Florida's General Records Retention Schedules, as applicable, with the most current version provided by the Florida Department of State, Division of Library, and Information Services.

Public records with a retention period longer than one year shall be properly placed and retained in the Town's Electronic Content Management System (ECM) until it has met its retention timeframe and can be properly destroyed. This will be designated as the record copy and all other versions will be deemed duplicate records and may be destroyed as they are deemed Obsolete, Superseded, or their Administrative Value (OSA) is lost in accordance with Florida Department of State, Division of Library, and Information Services rules.

Records shall be organized using a record filing system that is easily understood by all users, easily accessible to all users, and appropriate to the nature, purpose, and use of the record. Naming/filing conventions for all records should include date record was created and/or inclusive dates in consistent manner (ex: 01/31/2024 or 01/31/2024 – 06/30/2024).

All records shall be stored as an appropriate media format to ensure their preservation for the entire length of the required retention period.

Any records not covered by the general records schedules must have an individual records retention schedule, as established by the Department of State.

Each department of the Town must maintain a current inventory of all record series under their control with the Town's Records and Administrative Coordinator.

VIII. Records Disposition

All public records shall be destroyed once they have met their required retention period with the exception of:

- Records designated by the Records Management Liaison Officer as having archival value. (Exhibit A)
- Any records that have not met audit requirements, are pending litigation, or are part of an open public records request.
- A department director may request in writing that certain records be retained past the state-mandated retention requirement. Such request must have a "compelling interest" to be retained by the Town. Such a request may only be granted by the Town Administrator and may not extend the retention period more than one year, unless legally required to do so.

Records shall be disposed of only after authorization from the Records Management Liaison Officer.

Record Liaisons shall identify and document specific information relating to the disposition/destruction of public records using the Town's or State's Record Disposition Form. This information includes: Retention Schedule number, record series title, inclusive dates of records, identifiable description of records, volume (cubic feet for paper records, if electronic, the number of bytes and indicate that the disposed records were in electronic form), and disposition action.

Physical destruction of public records must be in accordance with the provisions set forth in Rule 1B-24 of the Florida Administrative Code.

The Records Management Liaison Officer or their designee, must permanently retain the completed records disposition forms, in accordance with its required retention schedule.

The Records Management Liaison Officer shall submit the Records Management Compliance Statement form to the State's Records Management Program on an annual basis.

DRAFT

Exhibit A

Designated Archival Records

Appraisals (Physical Copies) currently in the Town's possession– Item 172 - Real Property Records: Property Acquired. – Designated as Permanent

Deeds (Physical Copies) currently in the Town's possession – Item 172 – Real Property Records: Property Acquired. – Designated as Permanent

Easements (Physical Copies) currently in the Town's possession – Item 172 – Real Property Records: Property Acquired. – Designated as Permanent

Minutes (Physical Copies) currently in the Town's possession – Item 32 – Minutes: Official Meetings – Designated as Permanent

Ordinances (Physical Copies) currently in the Town's possession – Item 228 – Ordinances – Designated as Permanent

Resolutions (Physical Copies) currently in the Town's possession – Item 297 – Resolutions – Designated as Permanent



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council
Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 6/12/2025
SUBJECT: Public Records Request Policy

Recommendation

Consideration by the Town Council for the approval of this resolution.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The purpose of a public records policy is to establish a clear framework for the Town of Southwest Ranches and its agents to effectively process public record requests within a reasonable period, in a professional and ethical manner, and that responses are organized and inclusive.

It is the policy of the Town of Southwest Ranches to process public record requests in accordance with Article I, Section 24, Constitution of the State of Florida; Section 257.36(5), Florida Statutes; Chapter 119, Florida Statutes; Rule 1B-24, Florida Administrative Code; and Rule 1B-26, Florida Administrative Code, as all may be amended from time to time.

The Town of Southwest Ranches currently does not have a public records policy to govern the processing, management, and organization of public record requests and the Town Council

has determined that it is necessary to establish guidelines for the administration of public records requests for Town records, consistent with Florida law.

The public records policy sets standards for ensuring compliance with applicable laws, maintaining transparency, and promoting efficient management of Town records and the Town Council deems that it is in the best interest of the residents to enact a public record policy.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell C. Muñoz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/5/2025	Resolution
Public Records Policy	6/5/2025	Backup Material

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING A PUBLIC RECORDS POLICY CONSISTENT WITH FLORIDA LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purpose of a public records policy is to establish a clear framework for the Town of Southwest Ranches and its agents to effectively process public record requests within a reasonable period, in a professional and ethical manner, and that responses are organized and inclusive; and

WHEREAS, it is the policy of the Town of Southwest Ranches to process public record requests in accordance with Article I, Section 24, Constitution of the State of Florida; Section 257.36(5), Florida Statutes; Chapter 119, Florida Statutes; Rule 1B-24, Florida Administrative Code; and Rule 1B-26, Florida Administrative Code, as all may be amended from time to time; and

WHEREAS, the Town of Southwest Ranches currently does not have a public records policy to govern the processing, management, and organization of public record requests; and

WHEREAS, the Town Council has determined that it is necessary to establish guidelines for the administration of public records requests for Town records, consistent with Florida law; and

WHEREAS, the public records policy sets standards for ensuring compliance with applicable laws, maintaining transparency, and promoting efficient management of Town records; and

WHEREAS, the Town Council deems that it is in the best interest of the residents to enact a public records policy;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida as follows:

Section 1: Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2: Adoption. The Town Council hereby approves the adoption of the Town of Southwest Ranches records policy attached hereto as "Exhibit A" and authorizes the Town Administrator and Town Clerk to implement these changes as needed.

Section 3: Severability. If any one or more provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Resolution.

Section 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.049.2025

Town of Southwest Ranches

Public Records Policy

Effective Date May 1, 2025

I. Introduction

The records that the Town of Southwest Ranches generates and receives in the course of its official duties and responsibilities are public records. Section 119, Florida Statutes, as may be amended from time to time, requires public records to be readily available and accessible to the public upon request. All Town employees and agents shall ensure the public records in their custody are maintained and accessible as required by Florida law. Only records designated by the Florida Statutes as confidential, or exempt, can be withheld from public disclosure.

II. Purpose

The purpose of this policy is to provide the Town of Southwest Ranches and its agents with information and guidance to help ensure that public record requests are processed within a reasonable period, in good faith, in a professional and ethical manner, as required by law, and that responses to requests are organized, inclusive, and in accordance with the Florida Statutes.

III. Scope

This policy applies to any individual or entity performing work on behalf of the Town, including but not limited to, all Town of Southwest Ranches employees, elected officials, publicly created advisory boards, and public or private entities that have been contracted with the Town to perform governmental functions. This policy applies to all public records of the Town, regardless of the medium.

IV. Authority

- a. Sections 257.36, 119.07, 119.011, and 119.021, Florida Statutes, as may be amended from time to time.
- b. Rules 1-2.0031, 1B-24, 1B-26.003, and 1B-26.0021, Florida Administrative Code, as may be amended from time to time.

V. Statement of Policy

It is the policy of the Town of Southwest Ranches to ensure that public records in the custody of the Town are managed and maintained as required by Florida Public Records Law.

The Town's Public Records Policy applies to all records, regardless of physical form, characteristics, or means of transmission that are created or received by the Town in connection with the transaction of official business.

It is also the policy of the Town of Southwest Ranches to ensure that all public records in its custody that are not exempt or confidential are open for inspection and copying by any person, for any reason, at any reasonable time, under reasonable conditions, as required by the Florida Public Records Law. Requested public records may not be withheld for any reason, except if the record or a portion of the record is specifically designated under law as confidential or exempt from public disclosure.

VI. Definitions

- a. Confidential - public records that have been identified in the Florida Statutes as confidential. The information in these records is not subject to inspection by the public and may be released only to the persons and entities designated in Florida Statutes.
- b. Custodian of Public Records – the Town Clerk, who is the appointed municipal officer charged with the responsibility of maintaining the office having Public Records.
- c. Disposition of Records - Section 257.36(6), Florida Statutes, as may be amended from time to time, states that "a public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This means that all records, regardless of access provisions, must be scheduled before disposition can occur.
- d. Exempt - public records that have been identified in Chapter 119 or other applicable Florida Statutes as exempt from public disclosure.
- e. Extensive Public Records Request – a public records request that requires thirty (30) minutes or more of staff time to process will be considered extensive and a written good faith estimate for the costs for producing the public records will

be provided to the requestor. Process time includes the time it takes to locate, retrieve, review for exempted information; redact; copy and/or transfer to electronic format.

- f. General Records Retention Schedule - establishes retention requirements for records documenting administrative and program functions common to several or all government agencies, such as personnel, accounting, purchasing and general administration. General records schedules can cover a significant proportion of an agency's record series. *** The General Records Schedule GS1-SL for State and Local Government Agencies can be used by all state and local agencies in determining their records retention requirements.
- g. Individual Records Retention Schedule - establishes retention requirements for records that are unique to the Town. These schedules are used for records that are not in a general schedule. *** Individual records schedules may only be used by the agency for which they were established. To establish an individual records schedule, an agency must submit a Request for Records Retention Schedule to the Florida Department of State Records Management Program for review and approval.
- h. Public Record - as defined by Section 119.011(12), Florida Statutes, as may be amended from time to time, means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
- i. Record Copy - as defined in Rule 1B-24.001(3)(j), Florida Administrative Code, as may be amended from time to time, means the public records specifically designated by the custodian as the official record.
- j. Records Series - as defined in Rule 1B-24.001(3)(k), Florida Administrative Code, as may be amended from time to time, means a group of related documents arranged under a single filing arrangement or kept together as a unit because they consist of the same form, relate to the same subject, result from the same activity, or have certain common characteristics.

VII. General Guidelines for Requests

- a. Identity of Requestor: A person requesting to inspect or obtain copies of public records is not required to disclose their name, address, telephone number, or other identifying information to the Custodian of Public Records.

- b. Written Request Prohibited: A request to inspect or copy public records does not have to be made in writing or in any particular manner.
- c. Clarification of Request: It is permissible to ask a requestor questions about a public records request for clarification purposes and to assist in keeping the costs reasonable for the requestor.
- d. Time for Production: All records requests must be processed within a reasonable period of time. "Reasonable" means the time it takes to locate the record, to review it for exempt information, and to provide to requestor, taking into account the nature of the request, current volume of requests, and staffing levels of the office.
- e. Order of Processing Requests: All public records requests will be processed in order of receipt.
- f. Subpoenas and Litigation Discovery: Subpoenas or litigation discovery requests shall be referred to the Town Attorney, within twenty-four (24) hours from the receipt of same.
- g. Standing Requests: The Town does not provide requests to requestors via a "standing request" and/or on a continuing basis.
- h. Formatting: The Town will provide records requests in the available format of the record. The Town will not reformat records to provide a response, nor will the Town create a new public record to respond to a records request.
- i. Tracking: The Town Clerk's Office will maintain a public records request tracking system to process all requests.
- j. Safeguard: It is the responsibility of the Town Clerk's Office to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records which are exempt from disclosure, as provided by law.
- k. Attorney Review: Some records requests are considered sensitive in nature and may require the review of the Town Attorney's office. A service charge for this

extraordinary service, equal to the actual cost of the review time, shall be included as a cost to receive the requested records.

- I. Previous Unpaid Requests: In the event a requestor has failed to pay all fees associated with a previously received public records request, the Town shall not produce any additional record requests or prepare records for inspection until the balance owed to the Town is paid in full.

VIII. Procedures for Processing Public Records Requests

- a. All public records requests shall be processed through the Town Clerk's Office and the Town Clerk's Office shall serve as a liaison between the requestor and Town staff. If a records request is received by another department the Town Clerk's Office shall be notified within twenty-four (24) hours of the request and shall process it in accordance with the Town's policy. Individuals making records requests are not required to make requests directly to the Town Clerk's Office.
- b. Upon receipt of a records request the Town shall respond to the requestor in writing within two (2) business days acknowledging receipt of the request if contact information is provided.
- c. The Town Clerk's Office will conduct a quick review of the request for clarity of request and to determine if the request will be considered an extensive request. If deemed an extensive request, or if at any point it becomes an extensive request, the Extensive Public Records Request procedures will be followed.
- d. All public records requests shall be directed to the appropriate department for processing. Departments will return documents to Clerk's Office to compile a response.
- e. The Town Clerk's Office will compile all the requested records and review for potential redactions of confidential and exempt information prior to inspection, duplication, or release of records.
- f. If the requested materials do not exist, the Town Clerk's Office will notify the requestor there are no records responsive to the request.

- g. The Town Clerk's Office will notify the requestor that the request is complete after reviewing the files and will apply any fees if applicable. (See Section X: Fees) The balance of the fees are due prior to inspection or release of the requested files.

IX. Processing Extensive Public Records Requests

- a. Extensive Public Records Requests: A public records request involving more than thirty (30) minutes of staff time will be considered extensive.
- b. Written Estimate: The Town shall provide a written good faith estimate of all costs associated with requests of an extensive nature.
- c. Deposit: When the Town receives an extensive public records request, the Town shall collect a reasonable deposit of fifty percent (50%) of the good faith written estimate, prior to the commencement of fulfilling the records request.
- d. Final Payment: The balance of the remaining fees is due prior to inspection or release of the requested files.
- e. Refunds: In the event the required deposit, based on the written estimate, was more than the actual cost to fulfill the records request, the Town shall refund the balance.

X. Fees

- a. An estimated cost can be provided to the requestor for approval prior to the start of any research. This will include any associated costs for researching and collecting information by the City Clerk's Department. Below is a description of the various fees, which may be amended by the Town Clerk's Office, based upon actual Town costs, from time to time:

Fee Schedule

One Sided B&W Copies 8½"x11", 8½"x14", or 11"x17" - \$ 0.15

Two-Sided B&W Copies 8½"x11", 8½"x14", or 11"x17" - \$ 0.20

Certified Copies - \$1.00

Flash Drive – \$2.00

- b. Extensive Process Fees - A fee based on the custodian's or his/her designee's actual rate of pay will be charged for extensive requests, including the size of the request, the time it takes to respond to the request, the use of information technology, resources, clerical labor, or supervision of record review. Extensive means more than thirty (30) minutes to locate, retrieve, review for exempted information, redact, copy and/or transfer to electronic format to locate, review for confidential material, remove confidential material, copy and re-file the requested material. Charges will be calculated at the current rate of pay and benefits of the person processing the request. When requests involve contracted personnel, the actual cost to the Town will be charged.

- i. Administrative Time x Rate of Pay + Benefits
- ii. Contract Provider Actual Cost

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RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA CONCERNING THE BROWARD COUNTY MOBILITY ADVANCEMENT PROGRAM'S (MAP) SHERIDAN STREET CAPACITY EXPANSION PROJECT QUESTIONING THE NECESSITY OF THE PROJECT, REQUESTING THAT IF THE PROJECT IS IMPLEMENTED, IT IS KNOWN THAT SOUTHWEST RANCHES OPPOSES ANY LIGHT POLLUTION, REQUESTS IMPLEMENTATION OF NOISE REDUCING MEASURES THROUGH THE CONSTRUCTION OF A SOUND BARRIER WALL, AND REQUESTS THE REALLOCATION OF FUNDING FROM LIGHT POLES TO IMPROVED TURN LANES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County's Mobility Advancement Program (MAP Broward), funded by the Penny Transportation Tax, is responsible for the improvement of transportation systems and includes numerous projects for such throughout Broward County; and

WHEREAS, a project that directly impacts the Town of Southwest Ranches is the Sheridan Street Capacity Expansion Project, with the goal of increasing street lanes from four (4) to six (6), creating sidewalks and bicycle lanes, improving drainage, signalization, signage, pavement marking, landscaping and irrigation on Sheridan Street from Flamingo Road to Southwest 148 Avenue; and

WHEREAS, currently in the design phase, the Sheridan Street Capacity Expansion Project includes potential concerns for the Town of Southwest Ranches such as light pollution caused by proposed light poles on the north side of Sheridan Street as well as traffic noise from the increase in lanes; and

WHEREAS, the Town Council of the Town of Southwest Ranches hereby formally questions the necessity of the project; and

WHEREAS, the Town Council of the Town of Southwest Ranches hereby formally opposes the installation of light poles on the north side of westbound Sheridan Street that will cause light pollution for residents along Old Sheridan Street, formerly requests the implementation of noise reducing measures along westbound Sheridan Street by constructing a sound barrier wall; and formerly requests the reallocation of funds for sidewalks along the northside of Sheridan Street to instead fund the improvement of the northbound turn lanes onto Flamingo Road from eastbound Sheridan Street, and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The recitals above are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby formally opposes the installation of light poles on the north side of westbound Sheridan Street from Flamingo Road to Southwest 148th Avenue which will cause light pollution, spilling over and negatively affecting the residents and property owners on Old Sheridan Street.

Section 3: The Town Council hereby formally requests the implementation of noise reducing measures through the construction of a sound barrier wall along the north side of westbound Sheridan Street, to protect the residents and property owners on Old Sheridan Street from increased noise pollution caused by the widening of Sheridan Street.

Section 4: The Town Council hereby formally requests the reallocation of design, planning, and construction funds for a 10-foot sidewalk along the north side of Sheridan Street to instead fund the improvement of the left-hand turn lanes from eastbound Sheridan Street onto northbound Flamingo Road.

Section 5: The Town Council hereby formally requests that all reasonable efforts be made by MAP Broward to address the concerns as described in this resolution during the design phase of the Sheridan Street Capacity Expansion Project.

Section 6: The Town Clerk is directed to send a copy of this resolution to the appropriate staff at MAP Broward.

Section 7: This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of February, 2025, on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

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RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA CONCERNING THE BROWARD COUNTY MOBILITY ADVANCEMENT PROGRAM'S (MAP) SHERIDAN STREET CAPACITY EXPANSION PROJECT; OPPOSING THE PROJECT FINDING THAT THE ROADWAY'S CAPACITY DOES NOT WARRANT AN EXPANSION AT THIS TIME; REQUESTING THAT IF THE EXPANSION IS STILL DEEMED TO BE REQUIRED THAT NO SIDEWALKS WILL BE CONSTRUCTED ON THE NORTH SIDE OF SHERIDAN STREET; REQUESTING THAT NO LIGHTS WILL BE INSTALLED ON THE NORTHSIDE OF SHERIDAN STREET; REQUESTING THAT THE EASTBOUND SHERIDAN STREET LANES TO TURN NORTHBOUND ONTO FLAMINGO ROAD WILL BE EXTENDED TO ACCOMMODATE THE ADDITIONAL TRAFFIC CREATED BY THIS EXPANSION; REQUESTING THE INSTALLATION OF A SOUNDWALL AND ADDITIONAL VEGETATIVE BUFFER MATERIALS ON THE NORTHSIDE OF SHERIDAN STREET ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County's Mobility Advancement Program (MAP Broward), funded by the Penny Transportation Tax, is responsible for the improvement of transportation systems and includes numerous projects throughout Broward County; and

WHEREAS, the Sheridan Street Capacity Expansion Project, seeks to increase the street lanes from four (4) to six (6), creating sidewalks and bicycle lanes, improving drainage, signalization, lighting, signage, pavement marking, landscaping and irrigation on Sheridan Street from Flamingo Road to Southwest 148 Avenue; and

WHEREAS, the Town of Southwest Ranches (the "Town") is directly north of Sheridan Street; and

WHEREAS, the Town was disproportionately impacted when Sheridan Street was originally installed, however, the County Commission protected the Town by requiring a significant vegetative berm; and

WHEREAS, the County now seeks to impact that mature vegetative berm by seeking to expand Sheridan Street further; and

WHEREAS, the residents in the Town utilize Sheridan Street daily and do not find the roadway to be over capacity or in need of expansion; and

WHEREAS, the current expansion plan is opposed by the Town as it is unnecessary and will deleteriously impact the Town and its residents; and

WHEREAS, if the County, despite the Town’s objection, seeks to further expand Sheridan Street, the Town would request several protections including: no sidewalks along the northside of Sheridan Street, no lights on the northside of Sheridan Street, extending the eastbound Sheridan Street lanes to turn northbound onto Flamingo Road to accommodate the additional traffic created by this expansion, and installing on the north side of Sheridan Street a soundwall and additional vegetative materials to mitigate the impacts of this expansion;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The recitals above are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby formally opposes the Sheridan Street expansion project. The Town finds that the roadway has significant capacity and that such expansion would be a waste of taxpayer dollars. In addition, the expansion will negatively impact the health safety and welfare of the resident’s and their peaceful use and quiet enjoyment of their property.

Section 3: Despite the clear evidence to the contrary, in the event that the County still determines the expansion to be required, the Town hereby requests no sidewalks along the northside of Sheridan Street , no lights on the northside of Sheridan Street, extending the eastbound Sheridan Street lanes to turn northbound onto Flamingo Road to accommodate the additional traffic, and installing on the northside of Sheridan Street a soundwall and additional vegetative materials to mitigate the impacts of this expansion.

Section 4: The Town Clerk is directed to send a copy of this resolution to the appropriate staff at MAP Broward.

Section 5: This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of February, 2025, on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

February 27, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Presentations

3. Davie Fire Department - Wildfire Prevention

The Town of Davie Operations Chief Christopher Abramczyk and State of Florida Forest Service Senior Forest Ranger Tim Abramczyk provided an update on the Town's status and capabilities in dealing with wildfires in the Town.

At this time, Mayor Breitkreuz called Public Works Administrative Specialist Susan Kutz to the podium to discuss the Town's 25th Anniversary event. Ms. Kutz spoke about the parade route and stated that letters were sent to homeowners near Mather Boulevard and Avocado Manor to inform them the parade would be starting near their homes. She discussed the activities happening during the day and reminded everyone that it was a free event.

4. Public Comment

The following members of the public addressed the Town Council: Gloria Murphy, Lisa Marie Charron, and Jim Laskey.

5. Board Reports

There were no Town Board Reports.

6. Council Member Comments

Council Member Jablonski spoke about upcoming events around the Town, such as the Aster Knight Memorial at the Barn on Saturday March 1st at 10:00 a.m., Hazmat at the Barn on May 3rd, the Memorial and Tree Planting For Debra Goff Rose on March 26th at 6:00 p.m. at the Barn, Bingo at the Barn on March 22nd, and the Broward County Property Appraiser being at Town Hall on the first Tuesday of each month. He discussed other Town events such as the Unity in Diversity 5k on April 5th, Water Matters Day at Tree Tops Park on March 8th, and announced that the Town would be receiving the Emerald Award for Rolling Oaks Park at the event. He talked about the DMV FLOW event happening on March 26th, the Town's 25th Anniversary event, and the Rolling Oaks Easter event on April 13th, which is open for all Town residents. He stated the Barn Dance was

sold out and thanked Outback Steakhouse for sponsoring the event. He spoke about the issue of home-based businesses and that the issue was corporations and businesses were buying properties in the Town and running businesses from the properties. He stated that the issue with the businesses was becoming a problem for the Town and needed to be addressed.

Vice Mayor Hartmann agreed with Council Member Jablonski that the issue is becoming widespread in the Town and that he receives multiple calls a week regarding the matter. Mayor Breitkreuz asked Town Administrator Muñiz to set a Workshop meeting in the next few months to address the issue.

Vice Mayor Hartmann spoke about the site visit to the Reuter Recycling Center scheduled for March 20, 2025, at 10:00 a.m., and encouraged residents to contact him to sign up for the tour. He addressed a topic mentioned during Public Comment regarding right-of-way issues for Town resident Lissa Charron. He stated that something should be done to help the resident and proposed waiving the fees.

Mayor Breitkreuz agreed that the issue should be addressed and opened the matter for discussion by the Town Council. A discussion ensued between the Town Council, Town Attorney Poliakoff, Town Administrator Muñiz, and Ms. Charron. Mayor Breitkreuz summed up the discussion by asking Town Attorney Poliakoff to simplify the process by transposing the right-of-way to an easement and waiving the fees associated with the process.

Vice Mayor Hartmann asked Town Attorney Poliakoff to clarify shade sessions in response to a resident's question during Public Comment. Town Attorney Poliakoff explained that shade sessions are limited to the Town Council, Town Administrator, and Town Attorney, and are only to discuss labor matters or litigation.

Council Member Kuczenski discussed the Town's newsletter, the Southwest Rancher, and thanked Public Works Administrative Assistant Susan Kutz her for the great job she does in producing it. He spoke about the upcoming hurricane season and said that everyone needs to start preparing for it now and talked about recycling.

Council Member Allbritton spoke about attending the Broward League of Cities meeting. He stated that State Representatives attended the session to discuss the project applications that need approval from the State. He explained the applications needed to be more concise to save time during the process and that some of the previous applications that were submitted prior but not approved were going to be re-examined for approval. He said other items discussed at the meeting were homestead exemption being raised to \$75,000 and that limits on lawsuits against government entities may be raised from \$100,000 to \$300,000 maximum to \$1,000,000 to \$3,000,000. He said these changes could cause issues for the Town. He provided an update on the bus stop on Dykes Road and said that he and School Board Representative Ms. Rebecca Thompson visited the site on Tuesday. He spoke about the issue of speeding they saw while there and that he asked Town Administrator Muñiz to provide a police detail there in the mornings to

help slow traffic. He stated that a guard rail is needed at the site but not a slab, and that the Town is trying to do everything possible to address the issue and keep the students safe, including placing speed signs to help slow down traffic.

Mayor Breitkreuz spoke about the Barn Dance and thanked Outback Steakhouse for providing the food for the event. He spoke about the upcoming Rancher Academy happening March 12th and March 19th, from 6:00 p.m. to 8:30 p.m. He addressed an issue mentioned during Public Comment regarding the Southwest Ranches Community Farmer's Market and addressed another matter mentioned regarding using grant money on the construction of the restroom facility at the Southwest Meadows Sanctuary. He discussed potholes in the Town and how the Town has changed the approach to addressing the issue. He said the changes will cost the Town more money, but it will speed up the process. He discussed roads in the Town that are considered private roads because the property lines of some residential properties extend to the middle of the road and that public funds cannot be used for improvements to private property. He said the problem with this is that private citizens are responsible for repairing the private roads and discussed the process which residents can use to improve their roads. He asked the Town Council to consider eliminating the requirement of residents to bring private roads up to standard before turning them over to the Town. He said that he would also like to develop a process with Town Attorney Poliakoff for property owners that wanted to turn ownership of the roads over to the Town by ordinance and do them as batches every few months. A discussion between the Town Council, Town Administrator, and Town Attorney ensued regarding the policy change of turning private roads ownership to the Town.

With the Town Council agreeing, Mayor Breitkreuz directed Town Administration to eliminate the requirement of residents to bring their portions of private roads up to standard, in regards to potholes, before turning the property ownership to the Town.

Mayor Breitkreuz discussed a prior Town Council meeting that Mayor Messam of the City of Miramar spoke before the Town Council on the City of Miramar's strategy of using lobbyists to prevent an incinerator from being built in west Broward County. He stated he wants to make sure the Town is doing all that is possible from a lobbying standpoint as well and directed Town Attorney Poliakoff to make sure the Town was following through on those actions. He discussed the Town's composting pilot program and asked Town Administrator Muñiz to meet with him on the item to plan a course of action to implement the program. He spoke about the Town Ordinance regarding election signs and changing the timeframe of allowing the signs to be displayed before an election. A discussion regarding election signs ensued between members of the Town Council.

With the consensus of the Town Council, Mayor Breitkreuz directed Town Administration and the Town Attorney to develop an ordinance that would allow election signs to be displayed no earlier than ninety (90) days prior to the general election in November.

7. Legal Comments

Town Attorney Poliakoff advised the Town Council regarding the litigation with CID and Rick Cormier. He stated that CID will agree to dismiss their appeal if the Town agrees that their fine is \$150 per day through April 1st when they will be in full compliance and that the Town agrees to the 30% mitigation. They will also agree that the tenant will be off the property on April 1st, they will no conduct a landscaping business from the property, they will not turn the property into a vegetative waste or mulching operation, that they understand that the fine would go to \$500 per day if they violate the agreement, and that the total fine would be paid off by April 5th. He recommended to the Town Council that the Town should accept the settlement. The Town Council discussed the matter and agreed the Town should accept the settlement and instructed Town Attorney Poliakoff to move forward with the settlement and dismissing the case.

8. Administration Comments

Town Administrator Muñiz spoke about the Rancher Academy and that there is information about the Academy on the Town website as well as an application and encouraged residents to sign up soon because there was limited space for the Academy. He discussed the Volunteer Fire Department's Attack Truck that is slated to be replaced and that the vehicle needs to be surplused. He recommended to the Town Council the Town use the same company the Town used to find the new Attack Truck. He stated that the company would take a 10% commission if a customer purchases through the vendor website but would not charge a commission if the customer finds the vehicle through the Town's website. The Town Council approved the Town Administration using the same broker for the resale of the Attack Truck. He provided an update on the concerns of the lubricant FPL uses for the underground boring process. He stated that he spoke to Mr. Baldwin English, the FPL representative for the Town, about the bentonite lubricant used for the directional boring and that the lubricant is used industry wide for directional boring and used and drilling municipal wells for drinking water. He said that he was provided with information from FPL on the subject matter and that he would forward it to the Town Council. Council Member Kuczenski asked Town Administrator Muñiz to attend a Town Council meeting so he could discuss the issue with the Town Council. Town Administrator Muñiz said that he would make the request of FPL. He also explained the difference of directional boring and missile boring as it was explained to him by Mr. English.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion**10. Proposed FY 2025-2026 Budget Calendar**

Town Financial Administrator Lopez discussed the proposed budget calendar for fiscal year 2025-2026. He stated the calendar was essentially a guide to facilitate the budget process and to keep the Town Council and public informed of the progression. He asked the Town Council for a consensus to approve the calendar. Town Council discussed the item briefly and approved the calendar.

11. Approval of Minutes

- a. December 4, 2024 Executive Session Meeting Minutes
- b. December 12, 2024 Regular Meeting Minutes
- c. December 18, 2024 Executive Session Meeting Minutes
- d. December 18, 2024 Ethics Training Minutes

The following motion was made by Council Member Kuczenski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE DECEMBER 4, 2024 EXECUTIVE SESSION MEETING MINUTES, DECEMBER 12, 2024 REGULAR MEETING MINUTES, DECEMBER 18, 2024 EXECUTIVE SESSION MEETING MINUTES, AND DECEMBER 18, 2024 ETHICS TRAINING MINUTES.

12. Adjournment

Meeting adjourned at 8:46 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 12th day of June, 2025.

Steve Breitkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO

ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

DRAFT

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 13, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Mayor Breitkreuz attended the meeting via telephone.

Presentations

3. Proclamation – Procurement Month – March 2025

The Town presented a proclamation that recognized the month of March 2025, as Procurement Month.

Vice Mayor Hartmann asked for a moment of silence in remembrance of Danielle Farrah.

4. Public Comment

There were no public comments.

5. Board Reports

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She discussed the flamingo flocking fundraiser and stated that \$18,000 dollars was raised for the Town's Scholarship Fund.

Debbie Green spoke on behalf of the Zero Waste Advisory Board. She discussed the Board's plans to review the scope of work for the draft version of the RFP for a Zero Waste Consultant. She spoke about a presentation from WM and the Florida Beverage Association that was presented at last month's Board meeting and that the Board requested more information from the Association. She talked about the Board looking into grant opportunities for zero waste programs, working with schools to encourage recycling, and working with other municipalities regarding zero waste.

George Morris spoke on behalf of the Southwest Ranches Parks Foundation. He spoke about the success of the car show and carnival. He said the Foundation is looking into creating new events such as a pumpkin patch and food truck events.

6. Council Member Comments

Vice Mayor Hartmann suggested that Town Council Members limit their comments to ten minutes to keep residents engaged and recommended that it be an informal policy moving forward.

Council Member Jablonski spoke about the following upcoming Town events:

- The Debra Goff Rose Memorial on March 26th at 6:00 p.m. at the Barn
- Bingo at the Barn on March 22nd; the cost is \$30 with dinner included
- The Unity in Diversity 5k on April 5th at the Barn starting at 6:30 a.m.
- The ROCA Egg Hunt at the Barn on April 12th starting at 11:00 a.m.
- The scheduled visits of the Broward County Property Appraiser to the Town the first Tuesday of each month
- The Town's 25th Anniversary event on June 7th starting at 10:00 a.m.
- Hazmat at the Barn on May 3rd from 8:00 a.m. to 2:00 p.m.

He stated that the DMV FLOW event for March 26th was fully booked and there were no appointments available. He recommended contacting the Town Clerk's Office the day before for any cancellations. He spoke about the Water Matters Day that occurred on March 8th and that PROS Director December Lauretano-Haines and her team did a great job with the Town's booth. He talked about Rolling Oaks Park receiving the Emerald Award and the presentation of the award. He discussed Broward County placing speed signs on Griffin Road near SW 186th Avenue and Griffin Road and SW 199th Avenue.

Council Member Kuczenski discussed the permit application process and stated that he requested Town Administration to eliminate the duplicative paper applications from the Town website because permits were required to be submitted through the kiosk at Town Hall. He discussed Governor DeSantis's idea and statements regarding property taxes in the State of Florida. He stated that if this initiative were to be implemented it would eliminate approximately 40% of the Town's budget, which does not cover the emergency services portion of the Town's budget. He said to cover that cost the Town would have to do a separate tax for Public Safety.

Council Member Allbritton spoke about attending a Cybersecurity class that was held for Town staff and stated that it was illuminating, and recommended residents create strong passwords for their logins and to keep them protected. He discussed attending the Town's Rancher Academy and said that it was informative and that each department that presented at the event provided an excellent report on how the departments function and that he was looking forward to attending the next session. He talked about attending the Broward League of Cities meeting and said that all 31 municipalities that make up the membership are fighting the three State bills which deal with property taxes, local business taxes, and sovereign immunity. He said that if the bills were to be passed, they would devastate most municipalities in Broward County. He provided an update on the bus stop on Dykes Road and said that he believes a slab is not needed there, just a guard rail along with speed signs and police details to help reduce speeding. He discussed the Town Public Safety and Traffic Committee nominating a police officer that patrols the Town for recognition and a special award. He announced that Officer Nunez was selected by the Committee and provided the reasons why he was selected. He stated that Officer Nunez would be recognized at the Town of Davie Police Officer Awards Ceremony and thanked him for his hard work for the Town.

Vice Mayor Hartmann discussed the initiative created by the Public Safety and Traffic Committee regarding commercial sand and gravel trucks driving through the Town that are not following commercial vehicle regulations. He stated that Town Administrator Muñiz has met with Florida Highway Patrol (FHP) to have FHP patrolling the Town to look for violators of commercial regulations. He said that overweight vehicles cause major damage to the Town's roads so this initiative will be beneficial to the Town. He stated that he asked Town Administrator Muñiz to research the cost of adding an additional police officer to the Town. He said that one individual officer would cost approximately \$264,000 and that included equipment and a vehicle. He added that to cover all the necessary shifts, the Town would need to add 9 officers to the rotation which would total 2.3 million dollars per year added to the Town budget. He said the Town was not prepared to add an officer immediately but should consider it next year during the budget process. He spoke about Officer Nunez and said that he would like to recognize him at a future Town Council meeting and that he would like to create an Officer of the Year Award for the Town. He discussed residents that notify the Town regarding the great work that the Town of Davie Police Officers do for the Town and that he would like to create a program to have the officers recognized at Town Council meetings twice a year. He asked Town Administrator Muñiz if a plan could be implemented for the initiative. Town Administrator Muñiz stated that a program could be created and recommended the Public Safety and Traffic Committee develop it and present it to the Town Council. He discussed Governor DeSantis's state of the State address and his statements regarding the amount of taxes municipalities collect based on the property values. He asked the Town Council if would be best for the Town if Town Administrator Muñiz contact State Representative Robin Bartleman to come discuss the current bills in legislation. Town Administrator Muñiz stated that he has been in contact with Representative Bartleman's office and that she is aware of the Town's concerns, but she was currently in session so an in-person visit would not be possible, but a conference call might be a viable option. He said that the Town's lobbyists, the Broward League of Cities, as well as the Florida League of Cities are monitoring the situation because of the impact the proposals could have on the State.

Mayor Breitzkreuz thanked Vice Mayor Hartmann for running the meeting for him and thanked the Town Council and Town Administration for their hard work and dedication to the Town. He congratulated Officer Nunez for his award and stated the Town is fortunate to have a great relationship with the Town of Davie Police Department and said that he liked the idea of recognizing the officers for their hard work. He spoke about the Rancher Academy and thanked the Administration for all the work on the presentations and encouraged residents that were not able to attend the first session to attend the second session. He said the Academy was created for residents to learn about the Town and its rural lifestyle and asked attendees to contact him or Administration with their thoughts about the Academy so it can be changed or improved if needed.

7. Legal Comments

Town Attorney Poliakoff had no legal comments.

8. Administration Comments

Town Administrator Muñiz stated he has a meeting the Town's representative from FPL regarding the items they plan on discussing at the Town Council meeting on April 10th, and the topics include the FPL rate hike, the Drone in the Box program, and the concerns with directional boring. He spoke about the Town's upcoming composting pilot program and that the Town is looking for 100 residences to join the program and that the Town would cover the fees for the first year. He described how the program works and that information about the program would be going out on the Town's social media and through email blasts.

At this point Vice Mayor Hartmann interjected on the procedures of explaining items on the agenda. He spoke about past meetings in which after an item was read into the record and before discussion, the item was explained in further detail to the benefit of the public. He asked Town Attorney Poliakoff and Town Administrator Muñiz to begin that procedure again.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 5601 THOROUGHbred LANE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE CLAY COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT COMPONENTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK PLAYGROUND FROM REP SERVICES, INC. / LANDSCAPE STRUCTURES, INC. IN THE AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND, NINETY FIVE DOLLARS (\$56,095); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion

10. Proposed FY 2025-2026 Budget Calendar

Town Financial Administrator Lopez discussed the proposed budget calendar for fiscal year 2025-2026. He stated the calendar was essentially a guide to facilitate the budget process and to keep the Town Council and public informed of the progression. He asked the Town Council for a consensus to approve the calendar. Town Council discussed the item briefly and approved the calendar.

11. Appointments

- a. Broward League of Cities Board of Directors Appointment, Alternate, and Second Alternate

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitzkreuz voting yes.

MOTION: TO APPOINT COUNCIL MEMBER ALLBRITTON AS THE DIRECTOR, COUNCIL MEMBER JABLONSKI AS THE ALTERNATE, AND COUNCIL MEMBER KUCZENSKI AS THE SECOND ALTERNATE.

12. Adjournment

Meeting adjourned at 8:00 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 12th day of June, 2025.

Steve Breitzkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF

OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

DRAFT